BRUHATBENGALURUMAHANAGARAPALIKE

REQUESTFORPROPOSAL(RFP)–3RD CALL

(ShortTerm)

Operation, maintenance of Asphalt Batch Mix plant & equipment including Production/ Manufacturing of Asphalt mixes, supplying of asphalt mixes to various designated locations in Bruhat Bengaluru Mahanagara Palike (BBMP) limits and laying of asphalt mixes by Mechanical/Manual means (as the case may be) by utilizing the available facilities ofBBMP Asphalt Batch Mix Plant at Sy No-50, Kannur village, Bidarahalli Hobli, Bangalore East for a period of 3 years and extendable to another 2 years on performance basis.

Office of the EXECUTIVE ENGINEER
RI - TEC Division,
#09, Ground Floor, Annex-3 Building,
BBMP Head Office, Bengaluru-560002.

PH:9900260607

Disclaimer

TheinformationcontainedinthisRequestforProposaldocument(the"**RFP**")or subsequentlyprovidedtoBidder(s),whetherverballyorindocumentaryoranyotherform by or on behalf of the BBMP or any of its employees or advisors/Consultants, is provided to Bidder(s) on the terms and conditions set out inthis RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the BBMP totheprospective Bidders orany other person. The purposeof this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BBMP in relation to the Project. Such assumptions, assessments and statements do not purport tocontain all the information that each Bidder may required.

This RFP may not be appropriate for all persons, and it is not possible for the BBMP, its employees or advisors/ Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

Each Bidder should, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments,statementsandinformationcontainedinthisRFPandobtain independent advice from appropriate sources.

InformationprovidedinthisRFPtotheBidder(s)isonawiderangeofmatters,someof which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The BBMP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The BBMP, its employees and advisors make norepresentationorwarrantyandshallhaveno liabilitytoanyperson,includinganyApplicant orBidderunderanylaw,statute,rulesorregulationsortort,principlesofrestitutionor unjustenrichmentorotherwiseforanyloss, damages, costorexpensewhichmayarisefrom orbeincurredorsufferedonaccountofanythingcontainedinthisRFPorotherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment,assumption,statementorinformationcontainedthereinordeemed toformpart of this RFP or arising in any way for participation in this Bid Stage. The BBMP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever causedarising from reliance ofany Bidder upon the statements contained in this RFP. The BBMP mayin its absolute discretion, but without being under any obligation to do so, update, amend or supplementtheinformation,assessmentorassumptionscontained in thisRFP.The issueof this RFP does not imply that the BBMP is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the **BBMP reserves the right to reject all oranyoftheBiddersorBidswithoutassigninganyreasonwhatsoever.**The Biddershall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BBMP or any other costsincurredinconnectionwithorrelatingtoitsBid.Allsuchcostsandexpenseswill remain with the Bidder and the BBMP shall not be liable in any manner whatsoever for thesameorforanyother costs or other expenses incurred by a Bidder in preparation or submission ofthe Bid, regardlessoftheconduct oroutcome ofthe BiddingProcess.

CONTENTS

SECTION	DESCRIPTION
Section1	InvitationforTenders
Section2	Instruction to Tenderers (ITT)
	Bid Data Sheet (BDS)
Section3	GeneralConditionsofContract
Section4	SpecialConditionsofContract
Section5	Employer'sRequirements
Section6	TechnicalSpecifications
Section7	EligibilityandQualificationCriteria
Section8	PriceSchedules
Section9	TenderingForms
Section10	Earnestmoneydepositform
Section11	ContractForms

SECTION1.

REQUESTFORPROPOSAL(RFP)

BRUHATBANGALOREMAHANAGARAPALIKE

OFFICEOFTHEEXECUTIVEENGINEER(TrafficEngineeringCell),
RoadInfrastructure,BruhatBengaluruMahanagaraPalike,N.R.Square,Bangalore–560002

No.EE/TEC-RI/TEND/07/2024-25 Date:01.08.2024

REQUEST FOR PROPOSAL (RFP)–3RD CALL

(Two Cover System-Shortterm)
(Through GOK KPPP Portal Only)

1. **The Executive Engineer (TEC), Road Infrastructure,** on behalf of the Chief Commissioner, Bruhat Bangalore Mahanagara Palike (BBMP), invites Request for Proposal from the eligible contractors/Agencies for **Operation, maintenance of Asphalt Batch Mix plant & equipment including Production/Manufacturing of Asphalt mixes, supplying of asphalt mixes to various designated locations in Bruhat Bengaluru Mahanagara Palike(BBMP) limits and laying of asphalt mixes by Mechanical/Manual means (as the case may be) by utilizing the available facilities of BBMP Asphalt Batch Mix Plant at Sy No.50, Kannur village, Bidarahalli Hobli, Bangalore East for a period of 3 years and extendable to another 2 years on performance basis. (The facilities available in the Batch Mix Plant is given in the RFP document and the Bidders who wish to participate can have an inspection of the site).**
2. The detailed Objectives and the Scope of the Assignment shall be as per Request for Proposal (RFP) Document.
3. The RFP document may be downloaded from the Government of Karnataka (viz https://kppp.karnataka.gov.in) from **06.08.2024**.

Sl. No.	Nameofthework	EMD (Amountin Rupees)	Period
1	Operation, maintenance of Asphalt Batch Mix plant & equipment including Production/ Manufacturing of Asphalt mixes, supplying of asphalt mixes to various designated locations in Bruhat Bengaluru Mahanagara Palike (BBMP)limits and laying of asphalt mixes by Mechanical/ Manualmeans (as the case may be)byutilizing the available facilities of BBMP Asphalt Batch Mix Plant at Sy No.50, Kannur village, Bidarahalli Hobli, Bangalore East for a period of 3 years and extendable to another 2 years on performance basis	15,00,000.00 (Rs One lakh Through e-payment & remaining as specified in bid document)	3 years and extend able to another 2 years on performance basis

CalendarofEvents:

- Last date for submission of Pre-bid queries 09.08.2024 upto 15.00hrs
- Pre-bid meeting on 09.08.2024 at 16.30 hrs in the Office of the Engineer In Chief, 1st Floor, Annex-2 Building, N.R. Square, BBMP, Bangalore 560002.
- Last Date and time for submission of Proposals is **14.08.2024 upto16:00 hour**s.
- Date of Opening of Technical Proposals is **16.08.2024 at 11-30 hours**.
- Date of Opening of Financial Proposals-Will be intimated to the Qualified Tenderers

Note:

1. Bidders shall upload all the required Signed and Scanned Copies of Certificates pertaining to their Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc.

2. All the Participants shall produce the Original Documents for Verification whenever necessary.

3. BBMP reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

4. Bidders may obtain further information at the Office of **Executive Engineer (TEC), Bruhat Bangalore Mahanagara Palike, N.R. Square, Bangalore – 560002** on all working days between working hours.

5. Corrigendum/Modifications/Corrections, if any, will be published in the KPP Portal only.

6. For details, registration and e-payment visit GOK KPPP website https://kppp.karnataka.gov.in Or contact KPPP Help deskat 080–22371090, 22340060, 22340948

Sd/-
Executive Engineer
RI- Traffic Engineering Cell
Bruhat Bengaluru Mahanagara Palike

CopySubmittedtothe:

1. Personnel Section of Hon'ble Administrator, BBMP to bring into the notice of the Hon'ble Administrator.
2. Hon'ble Chief Commissioner, BBMP for kind information.
3. Special Commissioner
4. (Projects) BBMP for kind information.
5. Engineer–in–Chief, BBMP for kind information.
6. Superintending Engineer (Road Infrastructure) for kind information.
7. The CAO/Chief Auditor for kind information.
8. I.T. Advisor with a Request to publish the same in the BBMP Website.
9. A.O. (Projects)/Accounts Superintendent/Cashier for information for necessary action.
10. Public Relation Officer, BBMP to publish in two leading National Newspapers in Kannada and English and also to publish the same at National Level.
11. Notice board/Office Copy.

Executive Engineer
RI- Traffic Engineering Cell
Bruhat Bengaluru Mahanagara Palike

SECTION2:INSTRUCTIONTOTENDERERS

A. Introduction

BBMPwillselectaFirmamongthosewhosubmittheproposalsinresponsetothe Letter of Invitation, in accordance with the method of selection indicated in the DataSheet.

The Executive Engineer (RI-TEC) invites REQUEST FOR PROPOSAL (RFP) for following TwoCovertenderprocedure,fromeligibleTenderers,forthe **Operation,maintenanceof Asphalt Batch Mix plant & equipment including Production/ Manufacturing of Asphalt mixes, supplying of asphalt mixes to various designated locations in Bruhat Bengaluru Mahanagara Palike (BBMP) limits and laying of asphalt mixes by Mechanical/ Manual means (as the case may be) by utilizing the available facilities of BBMP Asphalt Batch Mix Plant at Sy No.50, Kannur village, Bidarahalli Hobli, Bangalore East for a period of 3 years and extendable to another 2 years on performance basis**, detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for works detailed in the table given in IFT.

TheAssignmentshallbeimplementedin accordancewiththeDataSheet.

2. EligibleTenderers

ATenderermaybeafirm/company/individual.

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka/BBMP

3. CostofTendering:

The Tenderer shall bear all costs associated with the preparation and submission of its Tender,andtheEmployershallnotberesponsibleorliableforthosecosts,regardless of the conduct or outcome of the Tendering process.

B. TENDERDOCUMENTS

ContentsofTenderDocuments

The services required, tendering procedures and contract terms are prescribed in the RFP documents. In addition to the Request for Proposal,the tender documents include:

(a) InstructiontoTenderers(ITT);
(b) GeneralConditionsofContract(GCC);
(c) SpecialConditionsofContract(SCC);
(d) Employer'sRequirements;
(e) TechnicalSpecifications;
(f) EligibilityandQualificationCriteria;
(g) PriceSchedules;
(h) TenderingForms;
(i) EarnestMoneyDepositForm;
(j) ContractForms;

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tenderdocuments or submission of a tender not substantially responsive to the tender documentsin every respectwillbeattheTenderer'sriskandmay result in rejection of its tender.

4 ClarificationofTenderDocuments

A Tenderer requiring any clarification of the Tendering Documents shall contact the EmployerinwritingattheEmployer'saddressspecifiedintheBidDataSheetorraise his enquiries during the pre-Tender meeting.

TheTendererisadvisedtovisitandexaminetheSiteanditssurroundingsandobtain foritself on its own responsibilityallinformation thatmay benecessaryforpreparing the Tender and entering into a contract for **Operation, maintenance of Asphalt Batch Mix plant & equipment including Production/ Manufacturing of Asphalt mixes, supplying of asphalt mixes to various designated locations in Bruhat Bengaluru Mahanagara Palike (BBMP) limits and laying of asphalt mixes by Mechanical/ Manual means (as the case may be) by utilizing the available facilities of BBMP Asphalt Batch Mix Plant at Sy No.50, Kannur village, Bidarahalli Hobli, Bangalore East for a period of 3 years and extendable to another 2 years on performancebasis**. The costs of such visits to the site shall be at the Tenderer's own expense.

The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but onlyupon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respectthereof,andwillberesponsiblefordeathorpersonalinjury,lossofordamage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

The Tenderer's designated representative is invited to attend the pre-bid meeting, specified in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. A site visit will be arranged by the Employer at the time of the pre-Tender meeting, if so specified in the BDS.

The Tenderer is requested to submit any questions in writing to the Employer address specified in Bid Data Sheet, to reach the Employer before prebid meeting.

Minutesofthepre-Tendermeeting, if applicable,includingthetextofthequestions asked by Tenderers, without identifying the source, and the responses given, togetherwith any responses prepared after the meeting, will be transmitted promptly to all Tenderers through e-mail who have acquired the Tendering Documents. Anymodification to the Tendering Documents that may become necessary as a result of the pre- Tender meeting shall be made by the Employer exclusively through the issue of an addendum/Corrigendum pursuant to ITT5 and will be uploaded in KPP portal only and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-Tender meeting will not because for disqualification of a Tenderer.

5 AmendmentofTenderDocuments

Atanytime priorto thedeadlineforsubmission ofTenders,theEmployermay amend the Tendering Documents by issuing addenda/Corrigenda.

Any addendum/Corrigendum issued shall be part of the Tendering Documents and shall becommunicatedinwritingtoallwhohaveobtainedtheTenderingDocumentsfrom the Employer in accordance with ITT 4.6. If so specified in the BDS, the Employer shallalso promptly publish the addendum/Corrigendum on the KPP portal only.

To give Tenderers reasonable time in which to take an addendum/Corrigendum into account in preparing their Tenders, the Employer may extend the deadline for the submission of Tenders, pursuant to ITT 17.2.

C. PreparationofTenders

6 LanguageofTender

The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer,shall be written in the language specifiedin the Data sheet. Supporting documents and printed literature that are part of theTender may be in another language provided they are accompanied by an accurate translation of therelevant passages in the language of Tender, inwhich case, forpurposes of interpretation of the Tender, such translation shall govern.

7 DocumentsComprisingtheTender

7.1 ThetenderpreparedbytheTendershallcomprisethefollowingcomponents:

a. A Tender Form and aPrice Schedule completed in accordance with ITT Clauses 8,9and10;

b. DocumentaryevidenceestablishedinaccordancewithITTClause11thattheTenderer is eligible to tender and is qualified to performthe contractif its tender is accepted;

c. Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and Earnest money deposit furnished inaccordance with ITT Clause13.

8. TenderForm

The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be carried out, a brief description of the services.

9. TenderPrices

The Tenderer shall indicate on the Price Schedule the unit prices of the services it proposes under the Contract. To this end, the tenderers are not allowed any option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements'.However,tenderersshallquoteforthecompleterequirementof

servicesspecifiedundereachscheduleonasingleresponsibilitybasis,failingwhich such tenders will not be taken into account for evaluation and will not be considered for award.

PricesindicatedonthePriceScheduleisinclusiveofalltaxes,insuranceand other local costs incidental to carry out the services to their final destinationwithin the limits of BBMP.

Deleted

Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant toITT Clause 22.

10. TenderCurrency

PricesshallbequotedinIndianRupees:

11. Documents Establishing Service's Eligibility and Conformity to Tender Documents

Pursuant to ITT Clause7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

The documentary evidence of the Tenderer'squalifications to performthe Contract ifits tender is accepted, shall establish to the Employer's satisfaction:

a) that,inthecaseofaTendererofferingtocarryoutservices.

b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

Thelegalstatus,placeofregistrationandprincipalplaceofbusinessofthecompany or firm or partnership, etc.;
Details of experience and past performance of the tenderer on equipment offered andon those of similar nature within the past three/five years and details of current contracts in hand and other commitments (suggested proformagiven in Section XI)

a. Item-by-item commentary on the Employer's Technical Specifications demonstrating substantial responsiveness of the services to those specifications or a statement of deviation sand exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to ITT Clause above, the Tenderer shall not that standards for workmanship, material land equipment in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards to the Employer's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

12. EarnestMoneyDeposit

The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD AmountonlyRs.1.00Lakh(RupeesOneLakhonly)shallbepaidintheKPPportal usinganyofthefollowingmodesandtheBalanceAmountshallbeintheformofBank Guarantee/FDRfromanyNationalized/ScheduledBank.

- CreditCard.
- DirectDebit.
- NationalElectronicFundTransfer(NEFT).
- OvertheCounter(OTC).

EMDAmountshallbesubmittedbytheTenderertakingintoaccountofthe followingConditions.

a. EMD for Rs.1.00 Lakh shall be accepted only in the form ofElectronicCash (andnotthroughDemandDraftorBankGuarantee)andwillbemaintainedin the Government's CentralPooling Account at ICICI Bank until the Work is awarded and EMD for the Balance Amount shallbe in the Form of Bank Guarantee/FDRfromanyNationalized/Scheduled Bank valid for a period of notlessthan180daysbeyondtheValidityoftheTenderasspecifiedinClause.

b. The scanned copy of the Bank Guarantee/FDR shall be uploaded with the Technical Bid.Further, the Original Bank Guarantee/FDR shall be submitted to the Office of the Executive Engineer Road Infrastructure-TrafficEngineeringCellDivision,BruhatBengaluruMahanagaraPalike, N.R. Square, Bengaluru–560002 by**30.07.2024 within 16:00 hrs**. Any tenderer nosubmissionoforiginalBG/FDRbeforethelastdateandtimeof submissionoriginalBGshallberejectedbytheemployerasnon-responsive tender.

c. TheTenderer'sBidwillbeevaluatedonlyonConfirmationofReceiptofthe Payment of EMD as indicated in Sub Clauses 12.1 and 12.2.

The earnest money deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause13.7.

Deleted

Any tender not secured in accordance with ITT Clauses 12.1 and 12.2 above will be rejected by the Employer as non-responsive, pursuant to ITT Clause 22.

Deleted

Deleted

Thetendersecuritymaybeforfeitedinthefollowingcases:

a) ifaTendererwithdrawsitstenderduringtheperiodoftendervalidityspecifiedby theTendererontheTenderForm;ordoesnotacceptthecorrectionoferrors pursuant to ITT Clause 15;or

b) incaseofasuccessfulTenderer,iftheTendererfailstosigntheContractin accordance with ITT Clause 22; or to furnish performance security in accordance with ITT Clause22.

13. PeriodofValidityofTenders

Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Employer, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, the Employer may solicit the Tenderer's consent to an extension of the period of validity. The request andthe responsesthere to shallbe madein writing (or bycable or telex orfax). The earnest moneydepositprovided underITTClause13shallalsobesuitablyextended.ATenderermayrefusethe request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

14. FormatandSigningofTender

Tender shall be submitted through KPP Portal only with clearly marked 'Pre-qualification & Technical Proposal', containing documents comprising the Technical Proposal, and the other clearly marked 'Financial Proposal', containing Schedule of Prices or the Pricing Documents in accordance. The Tenderer shall, on or before thedate and time given in the Invitation for Tenders or as may have been amended from time to time, upload his Tender on KPP Portal website https://eproc.karnataka.gov.in

D. SubmissionofTenders

15. SubmissionofTender

The entire tender Document available on KPP Portal with all Corrigendum and Addendumissuedfromtimetotimeandrequisiteenclosuresdescribedanddirected intenderdocumentsshallbedownloaded.Tenderermustsubmitalldetailsoftheproposalto be scanned and submitted through KPP Portal only filled and uploaded on the KPP portal by the authorized signatory on behalf of the Tenderer with his digital signature (DSC). The tenderer who fails to submit as mentioned a fore said his bids shall be treated as non- responsive and not considered for evaluation.

Tenderer shall prepare and upload their Technical and Financial offers before tender submission date &time which is specified in Invitation for tenders (IFT). No written or online request in this regard shall be granted.

An original hard copy of the documents submitted through KPP Portal is also requiredto be submitted after technical evaluation at the Client's office.

16. DeadlineforSubmissionofTenders

Tenderer must upload the proposal in KPP Portal no later than the time and date specified in the Invitation for Tenders (Section I).

The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case allrightsand obligationsoftheEmployerandTenderers previouslysubjecttothe deadline will thereafter be subject to the deadline as extended.

17. LateTenders

As the Tendering process is through online KPP Portal process late submission of bid will not be allowed

18. ModificationandWithdrawalofTenders

As thetenderprocessisthroughKPP Portalonlyamendment/modificationoftender by going into the Re-Work option of the KPP Portal shall be permissible before the deadlineforsubmissionofTenders,in case thetendererwants toWithdrawthe already uploaded submissions the same would not be possible but the bidder in such case can opt for not carrying out the process specified in the portal for handing over of thecompletedanduploadedtender.Thetenderershouldfurthernotethatinsuch case the Bid Securitydepositedthrough the system shall not be refundableimmediately.

E. TenderOpeningandEvaluation

19. OpeningofTendersbytheEmployer

TheEmployerwillopentheTechnicalProposalofalltendersreceived,onthedate and the time specified in IFT.

The evaluation committee appointed by the Client as a whole, and each of its members individuallyevaluatestheproposalsonthebasisoftheirresponsivenesstothescope of work, applying the Eligibility and Qualification criteria.

A proposal shall be rejected at this stage if it does not respond to important aspects of the scope of work

TheEmployerwilldrawoutalistofqualifiedTenderers.

TheEmployerwillinformalltheQualifiedTenderersthetime,dateandvenuefixed for the opening of the Financial Proposal.

The Tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared aholiday for the Employer, the tenders shall be opened at the appointed time andlocation on the next working day.

The name of the Tenderer and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

TheClientshallprepareminutesofthepublicopeningincludingtheinformationof the tenderer.

The evaluation committee will determine whether the Financial Proposals arecomplete, (i.e, whether they have quoted all items of the corresponding financial Proposals,ifnot,theClientwillcostthemandatedtheircosttotheinitialprice), correct any computational errors.

TheClientwillselectthelowestproposal('evaluated'price).Theselectedtenderer will be invited for negotiations.

20. ClarificationofTenders

To assist in the examination, evaluation, and comparison of the Technical and Price Tenders,andqualificationoftheTenderers,theEmployermay,atitsdiscretion,ask any Tenderer for a clarification of its Tender, giving a reasonable time for a response. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Tender or prices in the Price Tender, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation ofthe Tenders.

29.2IfaTendererdoesnotprovideclarificationsofitsTenderbythedateandtimesetin the Employer's request for clarification, its Tender may be rejected.

21. PreliminaryExamination

The Employer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tendersaregenerally inorder. TendersfromAgents,withoutproperauthorization from the manufacturer as per Section XI, shall be treated as non-responsive.

WheretheTenderer hasquotedformorethanoneschedule, thetenderisconsidered as non-responsive.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy betweentheunitpriceandthetotalpricethatisobtainedbymultiplyingtheunit price and quantity, the unit price shall prevail and the total price shall be corrected. IftheFirm/Agency/Contractordoesnotacceptthecorrectionoferrors,itstenderwill be rejected and its tender Security may be forfeited.

The Employer may waive any minor informality or non-conformity or irregularity in a tenderwhichdoesnotconstituteamaterialdeviation,providedsuchawaiverdoes not prejudice or affect the relative ranking of any Tenderer.

Prior to thedetailedevaluation, pursuant toITTClause23, the Employer will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms toall the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause32) will be deemed to be a material deviation.TheEmployer'sdeterminationofatender'sresponsivenessistobebased on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

22. EvaluationandComparisonofTenders

The Employer will carry out a detailed technical evaluation of the Tenders not previously rejected as being substantially non- responsive, in order todetermine whether the technical aspects are in compliance with the Tendering Documents.The Tender that does not meet minimum acceptable standards of completeness,consistencyanddetail,andthespecifiedminimum(or maximum, as the case may be) requirements for specified Schedule of Guarantees, will be rejected for non-responsiveness. In order to reach such a determination,theEmployerwillexamineandcomparethetechnicalaspects oftheTendersonthebasisoftheinformationsuppliedbytheTenderers, taking into account the following:

(a) overall completeness and compliance with the Employer's Requirements; conformity of the Works offered with specified performance criteria, corresponding to each Schedule of Guarantees, as indicated in the Technical Requirements;suitability of the Worksoffered inrelationtotheenvironmental andclimaticconditionsprevailingatthesite;andquality,functionandoperationof any process control concept included in the Tender.

(b) Otherrelevantfactors,ifany,

If alternatives for tenders have not been allowed but have been offered, they shall be ignored.

The Employer shall use the criteria and methodologies and other evaluation criteria or methodologies shall be permitted.

ToevaluateaPriceTender,theEmployershallconsiderthefollowing:

(a) TheTenderPrice,excludingProvisionalSumsinthePriceSchedules,but including Day work items, where priced competitively;

(b) Priceadjustmentforcorrectionofarithmeticerrors.

(c) Priceadjustmentduetoquantifyablenonmaterialnonconformities

(d) TheevaluationfactorsindicatedinEvaluationandQualificationCriteria.

If these Tendering Documents allow Tenderers to quote separate prices for different lots (contracts), and the award to a single Tenderer of multiple lots (contracts),the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Tender, is specified in Section 7, Eligibility and Qualification Criteria.

If the Tender, which results in the lowest evaluated Tender Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Tenderer to produce detailed price analyses for any or all items ofthe Price Schedules, to demonstrate the internal consistency of those priceswith the methods and the Price Schedules proposed. After evaluation of thepriceanalyses,takingintoconsiderationtheScheduleofPayment,the Employer may require that the amount of the Performance Security beincreased at the expense of the Tenderer to a level sufficient to protect the Employeragainstfinanciallossin theeventofdefaultofthesuccessful Tenderer under the Contract.

TheEmployershallcomparetheevaluatedpricesofallsubstantially responsive Tenders to determine the lowest evaluated Tender.

23. ContactingtheEmployer

SubjecttoITTClause21,noTenderershallcontacttheEmployeronany matterrelatingtoitstender,fromthetimeofthetenderopeningtothetime the Contract is awarded. If the tenderer wishes to bring additional informationto the notice of the Employer, it should do so in writing.

Any effort by a Tenderer to influence the Employer in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. AwardofContract

24. Postqualification

In the absence of pre qualification, the Employer will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsivetender meetsthe criteria specifiedin ITT Clause 11.2 (b) and is qualifiedto perform the contract satisfactorily.

The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based up on an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITTClause11, aswellassuchother information astheEmployer deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. Anegative determination will result in rejection of the Tenderer's tender,in which event theEmployer will proceed tothe next lowest evaluated tender tomake a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

25. AwardCriteria

Subject to ITT Clause 28, the Employer will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tendereris determined to be qualified to perform the Contract satisfactorily.

26. Employer'srighttovaryQuantitiesatTimeofAward

TheEmployerreservestherightatthetimeof Contractawardtoincreaseor decrease by up to 25 percent of the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

27. Employer'sRighttoAcceptAnyTenderandtoRejectAnyorAllTenders

The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without there by incurring any liability to the affected Tenderer or Tenderers.

28. NotificationofAward

Prior to the expiration of the period of tender validity, the Employer will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

Thenotificationofawardwillconstitutetheformationofthe Contract.

Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Employer will promptly notify the name of the winning Tenderer to eachunsuccessfulTendererandwilldischargeitsearnestmoneydeposit,pursuant to ITT Clause 13.

- If,afternotificationofaward,aTendererwishestoascertainthegroundsonwhich its tender was not selected, it should address it’s request to the Employer. The Employer will promptly respond in writing to the unsuccessful Tenderer.

29. SigningofContract

At the same time as the Employer notifies the successful tenderer that its tender has been accepted, the Employer will send the Tenderer the Contract Form provided inthe tender documents, incorporating all agreements between the parties.
Within15daysofreceiptoftheContractForm,thesuccessfulTenderershallsign and date the Contract and return it to the Employer.

30. PerformanceSecurity

Within 20 days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Employer.

FailureofthesuccessfulTenderertocomplywiththerequirementofITTClause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the awardandforfeitureoftheearnestmoneydeposit,inwhicheventtheEmployer may make the award to the next lowest evaluated Tenderer or call for new tenders.

31 CorruptorFraudulentPractices

The Government requires that Tenderers /Firm/Agency/Contractors/Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government

(a) defines,forthepurposesofthisprovision,thetermssetforthasfollows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or aftertender submission)

Designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for awardhasengagedincorruptorfraudulentpracticesincompetingforthecontract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Governmentfinanced contract if itat any time determinesthat the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

Further more, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause23.1of the General Conditions of Contract.

BID DATA SHEET

INFORMATION TO TENDERERS

1. TheNameoftheEmployer:**TheChiefCommissioner,BruhatBengaluruMahanagara Palike (BBMP), Bengaluru**

2. The Name, Objective and Description of the assignment are**: Operation,maintenance of Asphalt Batch Mix plant & equipment including Production/ Manufacturing of Asphalt mixes, supplying of asphalt mixes to various designated locations inBruhat Bengaluru Mahanagara Palike(BBMP) limitsandlayingofasphaltmixesbyMechanical/Manualmeans(asthecasemay be) by utilizing the available facilities of BBMP Asphalt Batch Mix Plant at Sy No.50,Kannurvillage,BidarahalliHobli,BangaloreEastforaperiodof3 years andextendable toanother 2years onperformance basis.**

3. A Pre-bid meeting will be held at O/o The Engineer In Chief, Annex-2 Building, 1stFloor, BBMP Head office premises, N.R.Square, Bengaluru-560002.

4. Any information or clarifications can be send to the address: Executive Engineer Traffic Engineering Cell-RI, N.R.Square, Bengaluru-560002, Telephone No: 9900260607, E-mailid:eeritec2023@gmail.com

5. Proposalshouldbesubmittedinthelanguage(s):English

6. If the bidder fails to submit the EMD as mentioned in 12.2 (b) before the 30.07.2024at 16:00hrs his Bid shall not be considered for opening & rejected outright.

7. TheMethodofSelection:LeastCostSelection(LCS)

8. <u>Availability of BBMP's Existing equipment's, machineries andVehicles</u>

1. BatchMixPlant100/120TPHcapacity.
2. 4Nosof Tippers.
3. 2Nosof Pavers.
4. 01NoofFrontLoader.
5. 01NoofBabyRoller.
6. 02NoofCompressor.
7. WeighBridge.

SECTION3–GENERALCONDITIONSOFCONTRACT

GeneralConditionsofContract

1. Definitions

InthisContract,thefollowingtermsshallbeinterpretedasindicated:

(a) "The Contract" means the agreement entered into between the Employer and the Firm/Agency/Contractor, as recorded in the Contract Form signed by the parties, includingalltheattachmentsandappendicestheretoandalldocuments incorporated by reference there in;

(b) "The Contract Price" means the price payable to the Firm/Agency/Contractor under the Contract for the full and proper performance of its contractual obligations;

(c) "The Material" means all the equipment, Plant machinery, and/or other materials which the Firm/Agency/Contractor is required to supply to the Employer under the Contract;

(d) "Services" means services ancillary to the supply of the prepared Asphalt Hot Mix,such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Firm/Agency/Contractor covered under the Contract and Supplyand laying of Bituminous mixes at site over the period mentioned in the contract.

(e) "GCC"meanstheGeneralConditionsofContractcontainedinthissection.

(f) "SCC"meanstheSpecialConditionsofContract.

(g) "TheEmployer"meanstheorganizationpurchasingtheMaterial,asnamedinSCC.

(h) "TheEmployer'scountry"isthecountrynamedinSCC.

(i) "The Firm/Agency/Contractor" means the individual or firm supplying the Material and Services under this Contract.

(k) "TheGovernment"meanstheGovernmentofKarnatakaState.

(l) "TheBBMP"meanstheBruhatBengaluruMahanagaraPalike

(k) "The Project Site", where applicable, means the BBMP Jurisdiction, Bengaluru, Karnataka state.

(l) "Day"meanscalendarday.

2. Application

TheseGeneralConditionsshallapplytotheextentthattheyarenotsupersededby provisions in other parts of the Contract.

3. Standards

The Service carried out under this Contract shall conform to the standards mentionedin the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate and such standards shall be the latest issued by the concerned institution.

4. UseofContractDocumentsandInformation;InspectionandAuditbytheGovernment

TheFirm/Agency/Contractorshallnot,withouttheEmployer'spriorwritten consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Firm/Agency/Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of suchperformance.

TheFirm/Agency/Contractorshallnot,withouttheEmployer'spriorwritten consent,makeuseofanydocumentorinformationenumeratedinGCCClause4.1except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remainthepropertyoftheEmployerandshallbereturned(inallcopies)totheEmployer on completion of the Firm/Agency/Contractor's performance under the Contract if so required by the Employer.

TheFirm/Agency/ContractorshallpermittheGovernmenttoinspecttheFirm /Agency/Contractor'saccountsandrecordsrelatingtotheperformanceoftheFirm /Agency/Contractor and to have them audited by auditors appointed by the Government, ifso required by the Government.

5. PatentRights

TheFirm/Agency/ContractorshallindemnifytheEmployeragainstallthird-partyclaims of infringement of patent, trademark or industrial design rights arising from use of the Material or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark orindustrialdesign rightsarisingfromtheuseof theMaterialor anypart thereof in the Employer's country, the Firm /Agency/Contractor shall act expeditiously to extinguish such claim. If the Firm /Agency/Contractor fails to comply and the Employer is requiredtopaycompensationtoathirdpartyresultingfromsuchinfringement,theFirm /Agency/Contractorshallberesponsibleforthecompensationincludingallexpenses, courtcostsand lawyer fees. TheEmployer will give noticeto the Firm/Agency/Contractor of such claim, if it is made, without delay.

6. PerformanceSecurity

Within 20 days of receipt of the notification of contract award, the Firm/Agency/Contractor shall furnish Performance Security to the Employer for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including **Defect Liability Period (DLP)** obligations. In theeventofanycorrectionofdefectsorreplacementofdefectivematerialduringthe **Defect LiabilityPeriod(DLP)**, the Warrantyfor thecorrected/replaced materialshall be extended to a further period of 12months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warrantyperiod.

The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the Firm/Agency/Contractor's failure to complete its obligations under the Contract.

ThePerformanceSecurityshallbedenominatedinIndianRupeesandshallbein one of the following forms:

(a) ABankguaranteeorirrevocableLetterofCredit,issuedbya Nationalized/Scheduled bank in the form provided in the Tender documents or another form acceptable to the Employer; or

(b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Employer.; or

The Performance Security will be discharged by the Employer and returned to the Firm/Agency/Contractor not later than 60 days following the date of completion of the Firm/Agency/Contractor'sperformanceobligations,includinganyWarranty obligations, under the Contract.

Intheeventofanycontractamendment,theFirm/Agency/Contractorshall,within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60days after the completion ofperformance obligations including Warranty obligations.

7. InspectionsandTests

TheEmployeroritsrepresentativeshallhavetherighttoinspectand/orto test the Material to confirm their conformity to the Contract specifications at noextra cost to the Employer. SCC and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted.TheEmployershallnotifytheFirm/Agency/Contractorinwritinginatimelymanner of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the Firm/Agency/Contractor or its sub contractor(s), at point of delivery and/or at the material final destination. If conducted on the premises of the Firm/Agency/Contractoror its sub contractor(s), all reasonable facilities and assistance, including access to drawings and production data-shall be furnished to the inspectors at no charge to the Employer.

Should any inspected or tested material fail to conform to the specifications, theEmployer may reject the material and the Firm/Agency/Contractor shall either replace the rejected material or make alterations necessary to meet specification requirements free of cost to the Employer.

The Employer's right to inspect, test and, where necessary, reject the material after the materials arrival at Project Site shall in no way be limited or waived by reason of the material having previously been inspected, tested and passed by the Employer or its representative prior to the materials shipment.

NothinginGCCClause7shallinanywayreleasetheFirm/Agency/Contractorfrom any warranty or other obligations under this Contract.

ManualsandDrawings

Before the material and equipment are taken over by the Employer, the Firm/Agency/Contractorshallsupplyoperationandmaintenancemanualstogether withdrawingsofthematerialandequipment.Theseshallbeinsuchdetailaswill enabletheEmployertooperate,maintain,adjustandrepairallpartsoftheequipment as stated in the specifications.

The manuals and drawings shall be in the ruling language (English) and in suchform and numbers as stated in the contract.

Unlessandotherwiseagreed,thematerialsandequipmentshallnotbe considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Employer.

8. Packing

Deleted.

9. DeliveryandDocuments

DeliveryofthematerialsshallbemadebytheFirm/Agency/Contractorinaccordance with the terms specified by the Employer in the Notification of Award. The detailsofdocumentstobefurnishedbytheFirm/Agency/Contractorarespecifiedin SCC.

10. Insurance

ThematerialssuppliedundertheContractshallbefullyinsuredinIndianRupees against loss or damage incidental to manufacturer defector acquisition, transportation, storage and delivery. The Firm/Agency/Contractor in an amount equal to 110% of the value of the materials on “All Risks” basis including War risks and Strikes.

11. Transportation

Where the Firm/Agency/Contractor is required under the Contract to transport the materialtoaspecifiedplaceofdestinationwithinBBMP limit site,transporttosuch place of destination shall be arranged by the Firm/Agency/Contractor, and the related cost shall be included in the Contract Price

12. IncidentalServices

TheFirm/Agency/Contractormayberequiredtoprovideanyorallofthe following services, including additional services, if any, specified in SCC:

(a)Firm/Agency/Contractor shall Supply and laying of Asphalt mixes, road repair and maintenance appointing sub firm to the satisfaction of Employer/Engineer

PriceschargedbytheFirm/Agency/Contractorforincidentalservices,shallbe included in the Contract Price for the Material, equipment, raw material, labour charges andallnecessaryarrangementstocompletetheworktothesatisfactionofthe Employer.

13. SpareParts

AsspecifiedintheSCC,theFirm/Agency/Contractormayberequiredtoprovide any orallofthefollowingmaterials,notifications,andinformationpertainingtospare parts by the Firm/Agency/Contractor:

TheFirm/Agency/Contractorshallcarrysufficientinventoriestoassureex-stock supplyofconsumablesparesfortheMaterial,Othersparepartsandcomponentsshall be supplied as promptly as possible but in any case within 3months of placement oforder.

All the spare parts/consumables/change the spare parts, replaced by new parts bylanding it over to the manufacturer. It has to be in line with the terms and conditions of AMC and ASC signed with the manufacturer.

14. Warranty

TheFirm/Agency/ContractorwarrantsthattheMaterialsuppliedunderthis Contract are new, unused, of the most recent and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Firm/Agency/ContractorfurtherwarrantsthatallMaterialsuppliedunderthis Contractshallhavenodefectarisingfromworkmanship(exceptwhenthedesign and/ormaterialisrequiredbytheEmployer'sSpecifications)orfromanyactor omission of the Firm/Agency/Contractor, that may develop under normal use of the supplied Material in the conditions of final destination.

ThiswarrantyshallremainvalidfoR12monthsorDefectliabilityperiod whicheverishigheraftertheMaterialoranyportionthereofasthecasemaybe indicated in theContract. TheFirm/Agency/Contractorshall,in addition, complywith the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Firm/Agency/Contractor, these shall at its discretion either guarantees are not attained in whole or in part, then

(a) make such changes, modifications, and/or additions to the Material or any partthereofasmaybenecessaryinordertoattainthecontractualguaranteesspecifiedin the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

(b) Pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications-6

TheEmployershallpromptlynotifytheFirm/Agency/Contractorinwritingofany claims arising under this warranty.

IftheFirm/Agency/Contractor,havingbeennotified,failstoremedythedefect(s) within 2 days, the Employer may proceed to take such remedial action as may be necessary, at the Firm/Agency/Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Firm/Agency/Contractorunder the Contract.

15. Payment

The methodandconditionsofpaymenttobe madetotheFirm/Agency/Contractor under this Contract shall be specified in the SCC.

TheFirm/Agency/Contractor'srequest(s)forpaymentshallbemadetotheEmployer in writing, accompanied by an invoice describing, as appropriate, the Services performed,andbydocuments,submittedpursuanttoGCCClause9,andupon fulfillment of other obligations stipulated in the contract.

PaymentsshallbemadepromptlybytheEmployerbutinnocaselaterthansixty (60)daysaftersubmissionoftheinvoiceorclaimbytheFirm/Agency/Contractor.

PaymentshallbemadeinIndianRupees.

Thepaymentforthesupplyandlayingofbituminousmixesworkdonewillbein Metric Tonne

16. Prices

PricespayabletotheFirm/Agency/Contractorasstatedinthecontractshallbe firm during the performance of the contract.

17. ChangeOrders

TheEmployermayatanytime,bywrittenordergiventothe Firm/Agency/Contractor pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Material to be furnished under theContract are to be specifically manufactured for the Employer;

(b) TheServicestobeprovidedbytheFirm/Agency/Contractor.

Ifanysuchchangecausesanincreaseordecreaseinthecostof,orthetimerequired for, the Firm/Agency/Contractor's performance of any provisions under the Contract, the Contract shall accordingly be amended. Any claims by the Firm/Agency/Contractorforadjustmentunderthisclausemustbeassertedwithin thirty(30)daysfromthedateoftheFirm/Agency/Contractor'sreceiptofthe Employer's change order.

18. ContractAmendments

SubjecttoGCCClause17,novariationinormodificationofthetermsoftheContract shall be made except by written amendment signed by the parties.

19. Assignment

The Firm/Agency/Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Employer's prior written consent.

20. Subcontracts

NoSubContractAllowed.

21. DelaysintheFirm/Agency/Contractor'sPerformance

PerformanceoftheServicesshallbemadebytheFirm/Agency/Contractorin accordance with the time schedule specified by the Employer in the Schedule of Requirements.

IfatanytimeduringperformanceoftheContract,theFirm/Agency/Contractor shouldencounterconditionsimpedingtimelydelivery oftheperformanceofServices, the Firm/Agency/Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Firm/Agency/Contractor's notice, the Employer shall evaluate the situation and may, atits discretion, extend the Firm/Agency/Contractor's time for performance with orwithout liquidated damages, in which case theextension shallbe ratified by thepartiesby amendment of the Contract.

ExceptasprovidedunderGCCClause24,adelaybytheFirm/Agency/Contractorin the performance of its delivery obligations shall render the Firm/Agency/Contractorliable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. LiquidatedDamages

SubjecttoGCCClause24,iftheFirm/Agency/Contractorfailstodeliveranyorallof theMaterialortoperformtheServiceswithintheperiod(s)specifiedintheContract, the Employer shall, without prejudice to its other remedies under the Contract, deduct fromtheContractPrice,asliquidateddamages,asumequivalentto0.5%ofthe deliveredpriceofthedelayedunperformedServicesforeachweekorpartthereofofdelay until actual performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Employer may consider termination of the Contract pursuant to GCC Clause 23.

23. TerminationforDefault

The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Firm/Agency/Contractor, terminate the Contract in whole or part:

(a) if the Firm/Agency/Contractor fails to deliver any or all of the Material within the period(s) specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 21;or

(b) if the Firm/Agency/Contractor fails to perform any other obligation(s) under the Contract.

(c) If the Firm/Agency/Contractor, in the judgement of the Employer has engaged incorrupt or fraudulentpractices in competing for or in executing the Contract.

ForthepurposeofthisClause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of valueto influence the action of a public official in the procurement processor in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurementprocessortheexecutionofacontracttothedetrimentoftheBorrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designedtoestablishTenderpricesatartificialnon-competitivelevelsandtodeprive the Borrower of the benefits of free and open competition.

In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause23.1,theEmployermayprocure,uponsuchtermsandinsuchmannerasit deems appropriate, Material or Services similar to those undelivered, and the Firm/Agency/Contractor shall be liable to the Employer for any excess costs for such similar Material or Services. However, the Firm/Agency/Contractor shall continue the performance of the Contract to the extent not terminated.

24. ForceMajeure

NotwithstandingtheprovisionsofGCCClauses21,22,23,the Firm/Agency/Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performanceorotherfailuretoperformitsobligationsundertheContractistheresult of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Firm/Agency/Contractor and not involving the Firm/Agency/Contractor's fault or negligence and not foreseeable. Such events may include, but are notlimited to, acts ofthe Employer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

IfaForceMajeuresituationarises,theFirm/Agency/Contractorshallpromptly notifytheEmployerinwritingofsuchconditionsandthecausethereof.Unless otherwise directed by the Employer in writing, the Firm/Agency/Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical,and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. TerminationforInsolvency

The Employer may at any time terminate the Contract by giving written notice to the Firm/Agency/Contractor, if the Firm/Agency/Contractor becomes bankrupt orotherwise in solvent. In this event, termination will be without compensation to the Firm/Agency/Contractor,providedthatsuchterminationwillnotprejudiceoraffect any right of action or remedy which has accrued or will accrue thereafter to theEmployer.

26. TerminationforConvenience

TheEmployer,bywrittennoticesenttotheFirm/Agency/Contractor,may terminatetheContract,inwholeorinpart,atanytimeforitsconvenience.Thenotice of termination shall specify that termination is for the Employer'sconvenience, theextent to which performance of the Firm/Agency/Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

TocanceltheremainderandpaytotheFirm/Agency/Contractoranagreedamount for partially completed Material and for materials previously procured by the Firm/Agency/Contractor.

27. SettlementofDisputes

The Employer and the Firm/Agency/Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If,afterthirty(30)days,thepartieshavefailedtoresolvetheirdisputeordifferenceby such mutual consultation, then either the Employer or the Firm/Agency/Contractor maygive notice to the other party of its intention to commence arbitration, as herein after provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention tocommencearbitrationhasbeengiveninaccordancewiththisClauseshallbefinally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Material under the Contract.

Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

Notwithstandinganyreferencetoarbitrationherein,

(a) ThepartiesshallcontinuetoperformtheirrespectiveobligationsundertheContract unless they otherwise agree; and

(b) TheEmployershallpaytheFirm/Agency/Contractoranymoniesduethe Firm/Agency/Contractor.

28. LimitationofLiability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) theFirm/Agency/ContractorshallnotbeliabletotheEmployer,whetherin contract,tort,orotherwise,foranyindirectorconsequentiallossordamage,lossof use, loss of production, or loss of profits or interest costs, provided that this exclusionshall not apply to any obligation of the Firm/Agency/Contractor to pay liquidated damages to the Employer; and

(b) The aggregate liability of the Firm/Agency/Contractor to the Employer, whetherunder the Contract, in tort or otherwise, shall not exceed the total Contract Price,providedthatthislimitationshallnotapplytothecostofrepairingorreplacing defective equipment.

29. GoverningLanguage

The contract shall be written in English language. Subject to GCC Clause 30, English languageversion oftheContractshallgovernitsinterpretation.Allcorrespondenceand other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. ApplicableLaw

TheContractshallbeinterpretedinaccordancewiththelawsoftheUnionofIndia.

31. Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

A notice shall be effective when delivered or on the notice's effective date, whicheveris later.

32. TaxesandDuties

32.1.Firm/Agency/ContractorsshallbeentirelyresponsibleforalltaxesIncurredinconnectionwiththeContract.

32.2Necessarydeductionsinthestatutorybillsshallbeincluded.

The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxesthattheContractorwillhavetopayfortheperformanceofthisContract.The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

SECTION4:SPECIALCONDITIONSOFCONTRACT

SpecialConditionsofContract

ThefollowingSpecialConditionsofContractshallsupplementtheGeneralConditions of Contract. Whenever there isaconflict, theprovisionsherein shallprevailoverthose in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions(GCCClause1)

(a) TheEmployerisBruhatBengaluruMahanagaraPalikeBBMP)

(b) TheFirm/Agency/Contractors.....

2. Employer'sDecision

Exceptwhereotherwisespecificallystated,theemployerwilldecidecontractual matters between the Employer and the Contractor

3. Delegation

The Employer may delegate any of his duties and responsibilities to other people after notifying theContractor and may cancelany delegation after notifying the Contractor.

4. UseofContractdocumentsandInformation;Inspectionandauditbythe Government (GCC Clause4)

ThelawgoverningthecontractistheLawsofIndiasupplantedbytheKarnatakaLocalActs

5. Communication

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

6. Subcontracting

Nosubcontractallowable

7. Personnel

The Contractor shall employ the Key Personnel as mentioned in the bid document during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

If the Employer asks the Contractor to remove a person who is a member of the contractor'sstafforhisworkforcestatingthereasons,thecontractorshallensure thatthepersonleavesthesitewithin7daysandhasnofurtherconnectionwiththework in the contract.

8. Safety

TheContractorshallberesponsibleforthesafetyofallactivitiesonthesite

9. DeliveryandDocuments(GCCClause9)

Upon delivery of the Material and services, the Firm/Agency/Contractor shall notify the Employer

The documents shall be receivedby the Employer before arrival of the Material and,if not received, the Firm/Agency/Contractor will be responsible for any consequent expenses.

10. Employer'sandContractor'srisks

TheEmployerCarriestheriskswhichthisContractstatesareEmployer'sriskand the contractor carries the risks which this Contract states are Contractor's risks.

11. Employer'srisks

TheEmployerisresponsiblefortheexpectedriskswhichare:

a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor arising from the conduct of the works; or

b) Acauseduesolelytothedesignoftheworks,otherthantheContractor'sdesign;or

c) Any operation of the forcesof nature(in so faras it occurs on thesite) whichan experienced Contractor:

i) Couldnothavereasonablyforeseen;or

ii) Couldreasonablyhaveforeseenbutagainstwhichhecouldnotreasonably have taken at least one of the following measures;

A) Preventlossordamagetophysicalpropertyfromoccurringbytaking appropriate measures or

B) Insureagainstsuchlossordamage

12. Contractor'srisks

Allrisksoflossofordamagetophysicalpropertyandofpersonalinjuryand death which arise during and in consequence of the performance of the contract other than the expected risks are the responsibility of the Contractor.

Contractor has to quote the rates keeping in mind that the facilities provided atplant are in working condition and the land along with necessary machineries & vehicles are belongs to BBMP.

13. Insurance(GCCClause10)

The Contractor shall prior to commencing the works, effect and there aftermaintaininsurances,inthejointnamesoftheEmployerandtheContractor, (coverfromthefirstworkingdayaftertheStartDatetotheendofDefects Liability Period), in the amounts stated in the Contract Data:

a) forlossofordamagetotheWorks,PlantsandMaterialsandtheequipment;

b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

c) for liability of both Parties and of any Employer's representative for death and injurytotheContractor'spersonnelexcepttotheextentthatliabilityarises from the negligence of the Employer, any Employer's representative or their Employees.

Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

IftheContractorfailstoeffectorkeepinforceanyoftheinsurancesreferredtoin thepreviousub-clausesorfailstoprovidesatisfactoryevidence,policiesor receipts,theEmployermaywithoutprejudicetoanyotherrightorremedy,effect

insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.
Alterations tothe terms of an insurance shall not be made without the approval ofthe Employer.
BothPartiesshallcomplywithanyconditionsoftheinsurancepolicies.

14. Securities

The Security deposit (including additional security for unbalanced tenders) shall be providedtotheEmployernolaterthanthedatespecifiedintheLetterof Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 60 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

15. Submissionofbillsforpayment

The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

The Employer shall check the Contractor's bill and determine the value of the work executedwhichshallcompriseof(i)valueofthequantitiesoftheitems completed and (ii) valuation of Variations and Compensation Events.

TheEmployermayexcludeanyitempaidinapreviousbillorreducethe proportion of any item previously paid in the light of later information.

16. ScheduleofPayments

Payments shall be adjusted for deductions for advance payments, other recoveries as per terms of the contract and taxes, at source, as applicable under the law.

Items of the Works or supplies for which no rate or price has been entered in will not be paid by theEmployer and shall be deemed covered in the contract price.

(i) TheBGshallbereleased totheFirm/Agency/Contractorwithin30daysafterthe dateoftheacceptancecertificateissuedbytheEmployer'srepresentativeforthe respective delivery

(ii) Paymentshallbemadeasperthepaymentschedule..

17. CostofRepairs

Loss or damage to the plant, equipment or Materials to be incorporated in the Supply and Works between the Start Date and the end of the Defects liability periods and shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

18. SettlementofDisputes(GCCClause27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

(a) In case of Dispute or difference arising between the Employer and agency/Firm/Agency/Contractorrelatingtoanymatterarisingoutoforconnectedwith this agreement, such disputes or difference shall be settled in accordance with theArbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Employer/Engineers (India)/ The International Centre for Alternative Dispute Resolution (India). A certifiedcopy of the appointmentOrder shallbesupplied toeach of theParties.

(b) ArbitrationproceedingsshallbeheldatBangaloreKarnataka,andthelanguageof the arbitration proceedings and that of all documents and communications between the parties shall be English.

(c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

19. Notices(GCCClause31)

For the purpose of all notices, the following shall be the address of the Employer and Firm/Agency/Contractor.

Employer:

TheExecutiveEngineer,
RI-TrafficEngineeringCell
Bruhat Bengaluru Mahanagara Palike
(BBMP) Bengaluru
AndoritsRepresentativesascasemaybe

Firm/Firm/Agency/Contractor:(TobefilledinatthetimeofContractsignature)

.....

.....

.....

.....

20. PriceAdjustment:

ContractRatesshallbeadjustedforincreaseordecreaseinratesandpricesof labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

(a) The price Adjustment shall apply for the work done after one year from the date of commencement of supply and laying of bituminous mixes only up to the end of originalperiod of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) No price adjustment for one year (12 month) from the date of commencement of the supply andlayingof bituminousmixes. Agreeditem rates are providedfor first one year.

(c) PriceAdjustmentshallbeadmissiblefromthesecondyeardateofcommencement of tenders (original or extended)

(d) The price adjustment shall be determined during each quarter from the formulaegiven in Contract Data.

(e) Followingexpressionsandmeaningsareassignedtotheworkdoneduringthequarter:

R=Total value of work done during the quarter. It will exclude value for works executedundervariationsforwhichpriceadjustment(ifany)willbeworkedoutseparatelybased on the terms mutually agreed.

i) Bitumen

AdjustmentforBitumenComponentPriceadjustmentforincreaseordecreaseinthecost of bitumen shall be paid in accordance with the following formula:

Vb=Pb/100xR1x(Bi–Bo)/Bo

Vb = Increase ordecrease in the cost of work during the month underconsideration due tochanges in the rate of bitumen.

Pb=Percentageofbitumencomponentofthework.

Bo = TheThe average officialretailprice of bitumen at the nearest refinery for the placeasdefinedinAppendixtoBid,inthepreviousmonthpriortothedateofsubmissionofBids..

Bi=Theaverageofficialretailpriceofbitumenatnearestrefineryfortheplaceasdefined inAppendixtoBid,inthepreviousmonthpriortothelastdayoftheperiodtowhicha particular Interim Payment Certificate is related.

R1=Thetotalvalueofthework

ii) Labour

AdjustmentforLabourcomponentPriceadjustmentforincreaseordecreaseinthecost due to labour shall be paid in accordance with the following formula:

VL=0.85xPl/100xR1x(Li–Lo)/Lo

VL = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

Lo = the average consumer price index for industrial workers for the place as defined in the Appendix to Bid, in the previous month prior to the closing date of submission of bids as published by Labour Bureau, Ministry of Labour, Government of India.

Li = The average consumer price index for industrial workers for the place as defined in the AppendixtoBid,inthepreviousmonthpriortothelastdayoftheperiodtowhicha

particularinterimPaymentCertificateisrelatedaspublishedbyLabourBureau,Ministry of Labour, Government of India.

P1=Percentageoflabourcomponentofthework..

R1=Thetotalvalueofthework

iii) Fuel

Adjustment for Fuel and Lubricants (POL) Price adjustment for increase or decrease in the cost of POL (fueland lubricant) shallbe paid in accordancewiththe following formula:

Vf=Pf/100xRx(Fi-Fo)/Fo

Vf = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

Fo=TheaverageofficialretailpriceofHighSpeedDiesel(HSD)oilattheexisting consumer pumps of IOC for the place defined in the Appendix to Bid in the previous month prior to date of submission of bids.

Fi = The average official retail price of HSD at the existing consumer pumps of IOC for the placedefinedintheAppendixtoBid in theprevious monthprior to thelastdateofthe period to which a particular Interim Payment Certificate is related.

Pf=Percentageoffuelandlubricantscomponentofthework.

Note: - For the application of this clause, the price of High Speed Diesel oil at the IOC pumps has been chosen to represent fuel and lubricants component.

iv) PlantandMachinerysparescomponent

Priceadjustmentforincreaseordecreaseinthecostofplantandmachineryspares procured by the contractor shallbe paid in accordance with the following formula:

Vp=Pp/100xRx(Pi-Po)/Po

Vp = Increase or decrease in the cost of work during the month under consideration due to changes in rates plant and machinery spares.

Po = The all India average wholesale price index for heavy machinery and parts for the quarterprecedingthedateof openingofbids,as publishedby the officeof Economic Advisor, Ministry of Commerce and Industry, Government of India, NewDelhi.

Pi = The all India average wholesale price index for heavy machinery and parts for thequarter under consideration as published by the office of Economic Advisor, Ministry of Commerce and Industry, Government of India, NewDelhi.

Pp=PercentageofplantandMachinerySparescomponentofthework.

v) Othermaterials

Adjustment for civil component (except cement, structural steel, bitumen, fuel andlubricants, reinforcement bars)/electrical component of construction 'Materials'

Vm=Pm/100xRx(Mi-Mo)/Mo

Vm=Variation in material cost i.e. increase or decrease in the amount in rupees to be paid

or recovered.

W=CostofWorkdoneworkedout

Pm=Percentage for other material Component (except cement, structural steel, bitumen, fuel and lubricants, reinforcement bars of the total value of work.

Mi=All India Wholesale Price Index for civil component/electrical component* of

construction material as worked out on the basis of All India Wholesale Price Index for

Individual Commodities/theindexprevailing at the time of stipulated date of completion.

Mo = All India Wholesale Price Index for civil component/electrical component*of construction material as worked outvalid on the last stipulated date of receipt of tender including extension, if any, as publishedby the Economic Advisor toGovt. of India, Ministryof Industry & Commerce.

PriceAdjustmentoftheContractPrice

Component	PriceAdjustment(%)
Labour(Pl)	20%
Bitumen(Pb)	10%
FuelandLubricants(Pf)	10%
Plantmachinery,Spares(Pp)	5%
OtherMaterials(Pm)	40%
Total	**85%**

Totheextentthatfullcompensationforanyriseorfallincoststothecontractoris not covered by the provisions of this or other Clauses in the Contract, the unit rates includedinthecontractshallbedeemedtoincludeamountstocoverthecontingency of such other rise or fall in costs

The affected Price Centre total, the Schedule of Payments, and the Contractor's Priceshall be adjusted by the Employer/Engineer with the approval of the Employer and consent of Contractor in corporate any change to the Contract Price. The Contractorshall update the Schedule of Payments and submit to the Employer/Engineer for aNotice

21. ProgressofSupply:

Firm/Agency/Contractor shall regularly intimate progress of supply, in writing, to the Employer as under:

- SupplyandlayingofBituminousMacadamafterexecutionofthework;
- SupplyandlayingofDenseBituminousConcreteafterexecutionofthework
- SupplyandlayingofBituminousConcreteafterexecutionofthework;
- Operation and Maintenance of Asphalt batch mix plant, tipper vehicle and other equipment

22. Righttousedefectiveequipment:

Deleted

23. Firm/Agency/ContractorIntegrity:

The Firm/Agency/Contractor is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principlesandexercisingallmeansavailabletoachievetheperformancespecifiedin the Contract.

24. Firm/Agency/Contractor'sObligations:

- TheFirm/Agency/Contractorisobligedtoworkcloselywiththe Employer'sstaff, act within its own authority and a Tender by directives issued by the Employer and implementation activities.
- TheFirm/Agency/Contractorshallemploysafetymeasuresprevalentin Indiaand willfreetheEmployerfromalldemandsorresponsibilitiesarisingfromany incidents,accidentsorlossoflifethecauseofwhichisthe Firm/Agency/Contractor's negligence. The Firm/Agency/Contractor will pay all indemnitiesarisingfromsuchincidentsandwillnotholdtheEmployerresponsible or obligated.
- The Firm/Agency/Contractor is responsible for managing the activities of itspersonnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- TheFirm/Agency/Contractorwilltreatasconfidentialalldataandinformation about the Employer, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Employer.

SECTION5:EMPLOYER'SREQUIREMENTS

Introduction:

Bengaluru city is one of the fastest growing megacities of India and the growth in vehicle and human numbers has been phenomenalin the last decade. Arecent count suggested80Lakhvehicleswithanannualgrowthrateof14%.Thefreeflowofallthesevehicles inabusycitylikeBengaluruhasbeenbotharesponsibilityandchallengeoftheBBMP. To keep up with this responsibility, various user friendly measures such as development and resurfacing of Arterial, Sub-Arterial and other major roads, Road Widening, Grade separators (Underpass and Flyovers), development of selected roads on Tender SURE guidelines, SignalFree corridors have been implemented. Road Infrastructuredepartment comprises of 80 Engineers and is headed by Chief Engineer-Road infrastructure.Toaidingoodmaintenanceandplanning,modern Employer/Engineering tools such as GIS have been used to digitize road inventory and road history of all Arterial and Sub-arterial roads and other roads.

Bruhat Bengaluru Mahanagara Palike extends to about 800 Sq.km city area with a road network of about 13500 KM. Out of this road network, about 1350 KM roads have been identifiedasArterial,Sub-arterialroadsandotherMajorRoads.Theseareveryvital from the stand point of traffic flow in the city.

Objectives:

Bruhat Bengaluru Mahanagara Palike **(**BBMP) has decided to hire a Contractor/firm/agencywhocan**Operation,maintenanceofAsphaltBatchMix plant & equipment including Production/ Manufacturing of Asphalt mixes,supplying of asphalt mixes to various designated locations in Bruhat Bengaluru Mahanagara Palike (BBMP) limits and laying of asphalt mixes by Mechanical/ Manual means (as the case may be) by utilizing the available facilities of BBMP Asphalt Batch Mix Plant at Sy No.50, Kannur village, Bidarahalli Hobli, Bangalore East for a period of 3 years and extendable to another 2 years on performancebasis,** which is required to fill up the potholes, patch work and anysuch road repairworks as and when required.

ScopeofWork:

Operation, maintenance of Asphalt Batch Mix plant & equipment including Production/ManufacturingofAsphaltmixes,supplyingofasphaltmixesto various designated locations in Bruhat Bengaluru Mahanagara Palike (BBMP)limits and laying of asphalt mixes by Mechanical/ Manual means (as the case may be)byutilizingtheavailablefacilitiesofBBMPAsphaltBatchMixPlantatSy No.50, Kannur village, BidarahalliHobli, Bangalore East for a period of 3 years and extendable to another 2 years on performance basis, which is required to fill up the potholes, patch work and any such road repair works as and when required which includes:

1) **Operation, maintenance of** Asphalt Batch Mix Plant and other equipment established by BBMP
2) Supply of Additional Tippers/Rollers/Paver/Cutting machine, other required Vehicles, etc., for transportation of mixes from batch mix plant to work Site.

3) Milling of existing Bituminous surface to a specified depth up to 40mm using Milling machineincludingdisposalofremovedmaterialincludingalllead,liftandcostof materials and labour etc., complete.

4) Cutting the asphalt surfaces for pothole filling using Mechanical Cutting machine, cleaning the surface,includingcostofalllabourchargesofmachineriesetccomplete.,andclearingthecutted material on the sides of road.

5) Providing,laying,spreadingandcompactinggradedstoneaggregatetowetmix macadamspecificationincludingpremixingtheMaterialwithwateratOMCin mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver/grader in sub-base / base course on well prepared surface and compactingwith vibratory roller to achieve the desired density including all lead, lift and cost of materials and labour etc., complete.

6) Providing and applying primer coat with SS1 grade Bitumen Emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at therate of 0.70 kg/m2 using mechanical means including all lead, lift and cost of materialsand labour etc., complete.

7) ProvidingandapplyingtackcoatwithRS1BituminousEmulsionusingemulsion pressure distributor at the rate of 0.25 kg/m2 on Granular Surface including all lead, lift and cost of materials and labour etc., complete.

8) Providing and laying Bituminous Macadam with 100 TPH capacity hot mix plant batch typeusingcrushedaggregatesofspecifiedgradingpremixedwithbituminousbinder VG-30 @ 3.4% by weight of mix, transported to site, laid over a previously prepared surface with mechanical paver finisher to the required grade, level and alignment and rolled as perclauses 501.6 and 501.7 toachieve the desired compaction including alllead, lift and cost of materials and labour etc., complete.

9) Providing and laying Dense Graded Bituminous Macadam with 100 TPH capacity HMP batch type using crushed aggregates of specified grading, premixed with bituminous binderVG-30,@4.5percentbyweightoftotalmixandfiller,transportingthehotmix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRTH specification clause No. 505 complete in all respects including all lead, lift and cost of materials and labour etc., complete.

10) Providing and laying Bituminous Concrete with 100 TPH capacity hot mix plant batchtypeusingcrushed aggregatesofspecifiedgrading,premixedwithbituminousbinder VG-30, @ 5.4 per cent of mix and filler, transporting the hot mix to work site, laying with mechanicalpaverfinishertotherequiredgrade,levelandalignment,rollingwith smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects including all lead, lift andcost of materials and labour etc., complete.

Additional Equipment & Machineries required other than BBMP's Equipment, machineries and vehicles for Operation, maintenance of Asphalt Batch Mix plant & equipment including Production/ Manufacturing of Asphalt mixes, supplying of asphalt mixes to various designated locations in Bruhat Bengaluru Mahanagara Palike (BBMP) limits and laying of asphalt mixes by Mechanical/ Manual means (as thecasemaybe)byutilizingtheavailablefacilitiesofBBMPAsphaltBatchMix PlantatSyNo.50,Kannurvillage,BidarahalliHobli,BangaloreEast(Nodocuments tobeputforthebelowmachineries,however,thecontractoronissueofworkorder must fulfil the following machineries for successful working)**.**

Sl. No.	BriefDescription	Unit	Quantity
1.	MechanicalPavers	No.	01
2.	VibratoryRoller8/10TonneCapacity	No.	01
3.	Tandem/StaticRoadRoller8/10TonneCapacity	No.	05
4.	Tippers	No.	20
5.	MillingMachine	No.	01
6.	Aircompressor	No.	02
7.	Truckmountedbituminoussprayer	No.	03
8.	CuttingMachine	No.	10

SupplyandlayingofMixes

BituminousMacadam(BM)

BituminousMacadam(BM)consistsofcrushedaggregatesandbituminousbinder heatedandmixedinanAsphaltbatchmixplantatspecifiedtemperatureand transported to the construction site, laid with a mechanical paver and compacted by rollers.

Materials

The specifications of materials used in the construction of BM such as bitumen binder and aggregates are given under.

BitumenBinder

PavingBitumenofviscositygradeVG-30isrecommendedforuse.

Aggregates

TheCoarseaggregatesusedforBMlayershallconsistofhardcrushedrockretainedon 2.36mm sieve. The fine aggregates shall consist of either crushedrockor a combinationof natural sand and crushed rock passing 2.36mm and retained on 0.075mm sieve

TheaggregatestobeusedfortheBMlayershallfulfilthespecifiedgradation.

Composition of Bituminous Macadam Grading-2 as per MoRTH 5th revision Table 500-7

Grading-2	
NominalAggregatesize	**19mm**
Layerthickness	**50to75mm**
ISSieve(mm)	**cumulative % by weight of total aggregate passing**
45	-
37.5	-
26.5	100
19	90-100
13.2	56-88
4.75	16-36
2.36	4-19
0.30	2-10
0.075	0-8
Bitumen content % by mass Of total mix–VG-30	3.4

BMMixingandlayingatSite

- The BM mix fulfilling the job mix formula as per MoRTH clause 505.3.3 is prepared at specified mixing temperature in asphalt batch mix plant; the mix is transported to the construction site in insulated covered vehicles
- The surface on which Bituminous Macadam is to be laid shall be prepared in accordance with MoRTH clauses 501.8 and902.3 as appropriate or as directed by the Engineer
- The surface shall be thoroughly swept clean by mechanical broom and dust removed by compressed air or other approved methodsshallbeused as directed by the Engineer

- TackCoatisappliedusinghotbitumenonprimedsurfaceasperMORTHclause503
- Themixisspreadusingpaverfinisher,SpreadingwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- Mixing,laying,androllingtemperatureusingviscositybitumen–VG30willbein accordance to MORTH Clause 500-2
- RollingisstartedassoonaslayingisdonethiswillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- SurfacefinishandQualityControlofWorkwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- During the period of construction, arrangements for traffic shall be made in accordancewith the provisions of the MORTH Clause 112.

DenseBituminousMacadam(DBM)

The work shall consist of construction in a single or multiple layers of DBM on a previously preparedbase or sub-base. The thickness of a singlelayer shall be 50mm to 100mm.

Composition of Dense Bituminous Macadam Grading-2
As per MoRTH 5th revision Table 500-10

Grading-2	
NominalAggregatesize	**26.5mm**
Layerthickness	**50-75**
ISSieve(mm)	**cumulative % by weight of total aggregate passing**
45	-
37.5	100
26.5	90-100
19	71-95
13.2	56-80
9.5	-
4.75	38-54
2.36	28-42
1.18	-
0.6	-
0.3	7-21
0.15	-
0.075	2-8
Bitumen content % by Mass of total mix (VG30)	Min4.5

- The nominal maximum particle size is the largest specified sieve size upon which any of the aggregate is retained.

DBMMixingandlayingatSite

- The DBM mix fulfilling the job mix formula as per MoRTH clause 505.3.3 is prepared at specified mixing temperature in asphalt batch mix plant; the mix is transported to the construction site in insulated covered vehicles
- The surface on which Dense Bituminous Macadam is to be laid shall be prepared in accordance with MoRTH clauses 501.8 and 902.3 as appropriate or as directed by the Engineer

- The surface shall be thoroughly swept clean by mechanical broom and dust removed bycompressed air or other approved methodsshallbeused as directed by the Engineer
- TackCoatisappliedusinghotbitumenonprimedsurfaceasperMORTHclause503
- Themixisspreadusingpaverfinisher,SpreadingwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- Mixing,laying,androllingtemperatureusingviscositybitumen–VG30willbein accordance to MORTH Clause 500-2
- RollingisstartedassoonaslayingisdonethiswillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- SurfacefinishandQualityControlofWorkwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- During the period of construction, arrangements for traffic shall be made in accordancewith the provisions of the MORTH Clause 112.

BituminousConcrete(BC)

This work shall consist of construction ina single layer of bituminous concrete on a previously prepared bituminous bound surface. Asingle layer shall be 30 mm to 50mm thick.

Composition of Bituminous Macadam Grading-2
As per MoRTH 5th revision Table 500-17

Grading-2	
NominalAggregatesize	**13.2mm**
Layerthickness	**30-40**
ISSieve(mm)	**Cumulative % by weight of Total aggregate passing**
19	100
13.2	90-100
9.5	70-88
4.75	53-71
2.36	42-58
1.18	34-48
0.6	26-38
0.3	18-28
0.15	12.20
0.075	4-10
Bitumen content % by Massoftotalmix–VG30	Min5.4

BCMixingandlayingatSite

- The BC mix fulfilling the job mix formula as per clause 505.3.3 is prepared at specified mixingtemperatureinasphaltbatchmixplant;themixistransportedtothe construction site in insulated covered vehicles
- Thesurface on whichbituminous concreteis to be laid shallbe prepared in accordance with clauses 501 and 902 as appropriate or as directed by the Engineer
- The surface shall be thoroughly swept clean by mechanical broom and dust removed bycompressed air or other approved methodsshallbeused as directed by the Engineer
- TackCoatisappliedasperMORTHclause503
- Themixisspreadusingpaverfinisher,SpreadingwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- Mixing,laying,androllingtemperatureusingviscositybitumen–VG30willbein accordance to MORTH Clause 500-2

- RollingwillbeinaccordancetoMORTHClause501.5.3and501.5.4
- SurfacefinishandQualityControlofWorkwillbeinaccordancetoMORTHClause 501.5.3and501.5.4
- During the period of construction, arrangements for traffic shall be made in accordancewith the provisions of the MORTH Clause 112.

Note:

1) TheContractorshallsubmittotheEmployer/Engineerforapprovalbeforethe start the work, the job mix formula proposed for use in the works, together with the following details:

i) Sourceandlocationofallmaterials
ii) Proportionsofallmaterialsexpressedasfollows:
a. Bindertype,andpercentagebyweightoftotalmix;
b. Coarseaggregate/Fineaggregate/Mineralfilleraspercentagebyweightoftotal aggregate including mineral filler;
iii) Theindividualweightsofeachtypeofaggregate,andbinderperbatch
iv) Mixingtemperatureandcompactingtemperature
v) TheContractorshouldpreviouslyinformtheEmployeroftheproposedmethodfor laying and compacting the material.

2) Mixing, Laying and Rolling temperatures for bituminous mixes (in Degree Celsius) as per MoRTH (fifth revision) table 500-2

Bitumen Viscosity Grade	Bitumen Temperature	Aggregate Temperature	Mixed material temperature	Rolling Temperature	Laying Temperature
VG30	150-165	150-170	150-165	140Min	90min
VG10	140-160	140-165	140-160	160Min	80min

3) SpecifiedrateofapplicationofPrimecoat

Prime coat is applied before laying a bituminous pavement layer over a granular basecourse. When bitumen emulsion is used for priming the rate of application of MC-30 grade may be 0.7to1kg/m^2

4) SpecifiedrateofapplicationofTackcoat

Tack coat is applied over Primed surface or over an existing bituminous surface. Rate of application of VG-10 grade paving bitumen tack coat on (i) Bituminous surface is 0.3 to 0.4kg/m^2 (ii) Granular surface treated with primer is 0.4 to 0.5kg/m^2.

Wet Mix Macadam (WMM)

Material Requirements

ThematerialshallcomplywiththeMORTHclause406.2
(a) Itshallconsistofcrushedstone,freefromclay,organicorotherdeleteriousmatter.
(b) It shall comply with the Following Grading after processing, placing and compaction inthe pavement the grading of the material shall be smooth curve within and approximately parallel to one of the envelopes defined in the Table below.

Grading requirement of aggregate for Wet Mix Macadam base as per MORTH Table 400-13

Sievesize (mm)	Percentage passing By weight
53	100
45	95-100
26.5	-
22.4	60-80
11.2	40-60
4.75	25-40
2.36	15-30
0.6	8-22
0.075	0-5

WMMMixingandlayingatSite

The graded crushed stone shall be laid by plant capable of distributing the graded crushed stone in a layer of uniform thickness and without segregation. The compacted thickness ofany layer laid, processed and compacted at one time shall not exceed150mm, and where a greater thickness is required, the graded crushed stone shall be laid in two or more equal layers in accordance with MORTH Clause 406.3.4 and 406.3.5

Constructionsteps:

- The surface on which WMM is to be constructed shall be prepared as per MORTH clause 404.3.1
- The Contractor shall take appropriate measures to prevent segregation during dumping and spreading operations.
- The selected WMM mix (with water equal to the optimum moisture content added) is prepared in a suitable mixing plant likethe"pug mill" as per MORTH clause 406.3.3
- The WMM mix is transported to the site and spread using a paver machine to therequired thickness, grade and cross slope as per MORTH clause 406.3.4
- TheWMMlayeriscompactedusingavibratoryrollerofminimumstaticweightof8to 10 tonnes, the compacted thickness of each layer should be less than 200mm. Rolling is done from the lower edge and proceeded towards the upper edge, the rolling speed is limited to less than 5kmph. As per MORTH clause 406.3.5
- AfterfinalcompactionofWMMcourse,theroadshallbeallowedtodryfor24hours.
- TheprovisionforSettingandDryingwillbeinaccordancetoMORTHClause406.3.6
- SurfacefinishofWorkwillbeinaccordancetoMORTHClause902
- QualityControlofWorkwillbeinaccordancetoMORTHsection900
- During the period of construction, arrangements for traffic shall be made in accordance with the provisions of the MORTH Clause 112
- PrimecoatshallbeappliedonthefinishedWMMsurface.

PrimeCoat

ItConsistofthesprayingofSS1gradeBitumenEmulsionoverexistinggranularsurface.

Materials

TheprimerusedforprimecoatshouldbeasperMORTHclause502.2

Construction

- The Prime coat shall be applied by a self-propelled or towed bitumen pressure sprayer,equipped for spraying the material uniformly at a specified rate
- Thesurfaceonwhichtheprimecoatistobeappliedshallbecleanandfreefromdust, dirt and other material.
- TheapplicationoftheprimecoatisasperMORTHClause502.4.3
- PrimecoatshallbelefttocureasperMORTHclause502.4.4
- ControlofQualityofmaterialisasperMORTHSection900
- During the period of construction, arrangements for traffic shall be made in accordance with the provisions of the MORTH Clause 112.

TackCoat

ItConsistoftheapplicationofasinglecoatofRS1BituminousEmulsionusingemulsionpressure distributor to existing bituminous or primed granular surface.

Materials

ThebinderusedfortackcoatshouldbeRS1BituminousEmulsionconformingtoIS:73.

Construction

- The Tack coat shall be applied by a self-propelled or towed bitumen pressure sprayer, equipped for spraying the material uniformly at a specified rate
- The surface on which the tack coat is to be applied shall be clean and free from dust, dirt and other material.
- ThegranularsurfaceshallbeprimedasperMORTHclause502
- TheapplicationofthetackcoatisasperMORTHClause503.4.3
- TackcoatshallbelefttocureasperMORTHclause503.4.4
- ControlofQualityofmaterialisasperMORTHSection900
- During the period of construction, arrangements for traffic shall be made in accordance with the provisions of the MORTH Clause 112.

SECTION7–EligibilityandQualificationCriteria

EligibilityCriteria

1) TheTenderermaybeanindividualorfirmoragencyorCompany.
2) The Tenderer must have Installed, Commissioned and operated his own purpose Asphalt Hotmix plant and also having the following eligibility criteria.
3) Toqualifyforawardofthiscontract,eachTendererinitsnameshouldhaveinthelast five years (i.e. from 2020-21 to 2024-25)

(a) Achievedinatleasttwofinancialyearsaminimumfinancialturnover(inallclassesof civil engineering construction works only) of **Rs. 10.00 Crores**.

(b) Satisfactorily completed (at least 50% of the contract value), as prime contractor, at least one similar work suchas Road Construction/Maintenance/Resurfacing of Asphalt innature of value not less than **Rs. 5.00 Crores.**

(c) executedinanyoneyear,thefollowingminimumquantitiesofwork:

SDBC/BM/DBM/BC	**Cum**	**5,000.0**
WMM	**Cum**	**500.0**

4) EachTenderershouldfurtherdemonstrate:

(a) Availability of critical equipment for this work provided with the relevant documents (commitment agreementsetc.) for availability for thiswork are tobefurnishedas shown in table below.

Sl. No.	BriefDescription	Unit	Quantity	Remarks
1.	MechanicalPavers	No.	01	Own
2.	Roller8/10TonneCapacity	No.s	04	Minimum02-Own 02-Lease
3.	Tippers	No.s	10	10-Own
4.	MillingMachine (Min1mtrsizedrumcapacity)	No.	01	Own/Lease

(b) Liquid assets and /or availability of credit facilities of not less than **Rs.150.00 Lakhs** (Creditlines/letterofcredit/certificatesfrombanksformeetingthefundrequirement etc.

Thenumberofpointswillbegivenundereachofthecriteriaforevaluationis:

Sl. No.	Description	Mandatory requiredMarks	Additionalgracemarks	Max. Marks
1.	SpecificexperienceoftheFirmsrelated totheAssignmentasperClauseNo.7.1 (b)&(c)above	**10**	**-**	**10**
2.	FinancialCapability(asperClauseNo. 7.1(a)above)	**05**	05(1markeachforevery additional05cr)	**10**
3.	Adequacyoftheproposedworkplanand methodology in responding to the TOR	**05**	-	**05**
4.	Qualifications and competence of the staff for the Assignment	**05**	-	**05**
5.	Equipment, machineries and vehicles facilities available	**50**	15(2.5markseachforevery additionaltipper) 05(1markeachforevery additionalRoller)	**70**
	TotalPoints:	**75**		**100**

TheminimumTechnicalscorerequiredfortechnicaleligibility:75Points

Note: Failure to comply with any one of the mandatory criteria as stated in above table shall be construed as ineligible for the tender.

MarksallocationforEquipment,machineriesandVehicles:

Sl. No.	BriefDescription	Unit	Quantity	Marks
1.	MechanicalPavers	No.s	01	**5**
2.	Roller8/10TonneCapacity(1.25marks / roller)	No.s	04	**5**
3.	Tippers(2.0marks/Tipper)	No.s	10	**20**
4.	Milling Machine (Min 1 mtr size drum capacity)	No.s	01	**20**
			Total	**50**

KeyPersonneltobedeployedonissueofworkorder:

The Tenderers must deploy the Key Personnel for the work as indicated below. The number Key Personnel should not be less than as specified.

i) **PlantOperator:**5to10yearstotalExperienceinoperatingBatchmixorHotMixPlant.
ii) **EquipmentOperator:**5yearsoftotalexperienceinoperatingandhandling equipment for road works/similar work.
iii) **LabTechnician:**ITIorDiplomaincivilwith5YearsoftotalExperienceinoperating laboratory equipment.
iv) **Site Supervisor / SiteEmployer / Engineer:** B.E/BTech or Diploma in Civil Engineering with 3/5 years total Experience in similar works.
v) **Electrical/Technician:**ITIorDiplomainElectricalwith3YearsoftotalExperience.
vi) **MechanicalPersonnel**:BE/Diplomainmechanicalwith2to3yearsoftotalexperience.

Notes:

1. Tenderer may propose any number of names of Personnel for each Key Positionmentionedabove.AnyofthepersonnelapprovedbyEmployeraspertherequirement for each key position have to be mandatorily deployed in case of award of work.
2. The successful Tenderer has to deploy the same key personnel (within 60 days of commencement date) as indicated in the Tender submittal failing which penalty of INR 10,000 per month will be imposed.
3. TheproposedKeypersonnelarenottobechangedtillthecompletionofthework. Under exceptional circumstances, in case they are required to be changed, thereplacement should have similar or better experience and qualification than as required above. These changes are permitted only with the approval of the Employer.

Atendererwhogivesfalseinformationinthetenderdocumentaboutits qualification or who refuses to enter into a contract after notification of contractaward shall be considered for debarment from participating in future public procurement.

7A- Filter of Applicants-
Checklist (To be filled by applicant)

NameofApplicant_____

Sl. no	Criteria	Yes	No
1.	Hastheapplicantabandonedanyworkinthelast5years?		
2.	Has the applicant delayed any work in the last 5 years by more than 75% of the original period of completion due to his default?		
3.	Has the applicant delayed by more than 50% of the original period of completion in more than 20% of the number of worksin the last 5 years due to his default?		
4.	Has the applicant suffered bankruptcy/insolvency in the last 5years?		
5.	Hasanymisleadinginformationbeengiveninthisapplication?		
6.	Is the networth of the applicant as per clause7.1 of eligibility criteria and qualification requirement?		
7.	Has the applicant certified that no agent/middleman has been or will be engaged or any agency commission been or will be paid?		
8.	Has the Tenderer undergone Corporate Debt Restructuring(CDR) since last five years? (a.) If yes, has the Tenderer submitted their banker's certificate stating that their account with the bank is standard account as on31st March2024? (b.) If no, has the Tenderer submitted an undertaking to the affect?IncasetheTendererfailstosubmitanundertakingor banker'scertificate,theTendererisliableforrejection.		

1. A'YES'answertoanyquestion1,2,3,4or5willdisqualifytheapplicant.
2. A'NO'answertoanyquestion6,7or8(a.)or8(b.)willdisqualifytheapplicant.

7B–QualificationDetailsandCriteria

EligibilityandQualificationCriteria			Documentation
No	**Factor**	**Requirement**	**Submission Requirements**
1.1	**Nationality**	Tenderer'sInformation	Form9A
1.2	**ConflictofInterest**	No conflicts of interest as described in ITT1.2	LetterofBid
1.3	**Method statementand Work Programme**	Details of method statement and Requirements for proposed Works Programme	Form–9Band Form–9C
1.4	**Equipment**	Shall provide adequate information for each item of equipment	Form–9D
1.5	**Personnel**	ShallProvidethedetailsof Key Personnel	Form–9E
1.6	**Financial Performance**	The audited balance sheets or, if not required by the laws of the Applicant's country, other financial statements acceptable to the Employer, for the last five (5) years shall be submitted and must demonstrate the currentsoundness of the Applicant's financial positionandindicateitsprospective long-termprofitability.	Form–9F
1.7	**AverageAnnual financial Turnover**	Minimum average annual construction turnover of 30 crores in any of the two years among last five (5) Financial years starting from 2019-20 to 2023-2024.	Form–9G
1.8	**Financial Capability**	FinancialResources	Form–9H
1.9	**WorksinProgress**	Shallprovideinformationontheir current commitments on all contracts that have been awarded	Form–9I
1.10	**Work Experience**	Tenderers should provide informationwork done details outof the last five years	Form–9J

SECTION8:PRICESCHEDULE

Preamble

The Pricing Document shall be read in conjunction with Notice of Invitation to Tenderers, Instructions to Tenderersand allTendering Documents,Specificationsaslisted in Contents of TenderingDocuments.

The Contract is a fixed priced, adjusted by the Price Adjustment Formula for supply and laying of bituminous mixes detailed in Section 4of SCC Clause 20.

The detailed Scope of Works is given in Clause Employers Section 5 – Employers Requirements.

Theindividualitemdescriptionswithineachareindicativeonlyofthesupplyand WorkincludedinthisContractandshallnotbetakenasdefiningthescopeofworkto be executed either under the Price Centre or the Contract.

Theitemdescriptions,ifgiven,aregeneralsummariesonly,thereforenoomission from, or error in, item descriptions within this Pricing Document shall warrant an adjustment of the Contract Price nor entitle the Contractor to seek an extension of time under the Contract.

The breakdown of rates and item descriptions, with the breakdown cost of each item as submittedbytheContractor inaccordancewiththeClause 8.4of thissection andshall be used as the basis for evaluating any variations pursuant to Clause 20 Special Conditions of Contract.

The activity descriptions for items within Price Centres shall be deemed to cover all aspects of therelevant item scope, irrespective of the fact that the Tenderer may nothave inserted an amount against any item description.

ThetotalamountofeachPriceCentreshallbedeemedinclusiveofallofthe Contractor's obligationstoexecutethepartoftheWorkscoveredbythePriceCentre and to perform all of his other obligations under the Contract in respect thereof. The Contractorshallnotbeentitled toreceiveanyfurther oradditionalpaymentinrespect of such Price Centre.

The person authorized to sign on behalf of the Tenderer shall sign in full, with company seal and date, at the bottom of all pages of the Pricing Schedule.

ContractPrice

TheallPriceasshowninthePricingSummaryinFinancialProposalshallbeinclusive of GST, constitutes the "Contract Price" which shall be the total amount to be paid to the Contractor for executing the Works and performing all other obligations under the Contract, subject only to any further amounts as may be determined by the Employer/Engineer as being due to the Contractor in accordance with the Contract.

The Price Centre totals and the Contract Price shall not be subject to adjustment by the Contractor in respect of any error or oversight in the preparation of the Pricing Document,thisVolumeandtheyrepresentthefullextentoftheContractor's entitlementtoreceivepaymentinrespectofsuchPriceCenters.Errorswillbe corrected by the Employer for any arithmetic mistakes in computation or summation found in the bid submission, as indicated Section 1-InstructionstoBidders.

PaymentsforPriceshallbepaidinIndianRupeesonly.

PaymentSchedule

Payment will be calculated using the Schedule of Payments (SoPs), subject to the Employer/Engineer being satisfied that the works for each item are 100% complete, unlesspaymentisonapercentage/monthly/quarterlybasis.Paymentwillbebased on the Contractor's submission of a monthly statement.

Subject to the Contractor's Monthly Statement meeting the minimum value of 3% of ContractPrice,andaftertheEmployer/Engineersassessment,the Employer/Engineer will issue an InterimPayment Certificate calculated onpercentages from the SOP Items.

SL No.	DescriptionofItems	Unit	Payment
1	Milling of existing Bituminous surface to a specified depth up to 40mm using Milling machine including disposal of removed material including all lead, lift and cost of materials and labour etc., complete.	Sqm	Onmonthly billbasisasperproduction ofasphaltmixeswithsiteMeasurements.
2	Cutting the asphalt surfaces for pothole filling using Mechanical Cutting machine, cleaning the surface, including cost of all labour charges of machineriesetccomplete.,andclearingthecuttedmaterialonthesidesof road.	Rmt	
3	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver/grader in sub-base / base course on well prepared surface and compacting with vibratory rollertoachievethedesireddensityincludingalllead,liftandcostof materialsandlabouretc.,complete.	Cum	
4	Providingandapplyingprimer coatwithSS1gradeBitumenEmulsionon prepared surface of granular base including cleaning of road surface and sprayingprimerattherateof0.70kg/m2usingmechanicalmeans includingalllead,liftandcostofmaterialsandlabouretc.,complete.	Sqm	
5	Providing and applying tack coat with RS1 Bituminous Emulsion using emulsion pressure distributor at the rate of 0.25 kg/m2 on Granular Surfaceincludingalllead,liftandcostofmaterialsandlabouretc., complete.	Sqm	
6	ProvidingandlayingBituminousMacadamwith100TPHcapacityhotmix plant batch type using crushed aggregates of specified grading premixed with bituminous binder VG-30 @ 3.4% by weight of mix, transported to site, laid over a previously prepared surface with mechanical paver finisher to the required grade, level and alignment and rolled as per clauses501.6and501.7toachievethedesiredcompactionincludingall lead,liftandcostofmaterialsandlabouretc.,complete.	Metric Tonne	
7	Providing and laying Dense Graded Bituminous Macadam with 100 TPH capacity HMP batch type using crushed aggregates of specified grading, premixedwithbituminousbinderVG-30,@4.5percentbyweightoftotal mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rollingwithsmoothwheeled,vibratoryandtandemrollerstoachievethe desired compaction as per MoRTH specification clause No. 505 complete inallrespectsincludingalllead,liftandcostofmaterialsandlabouretc., complete.	Metric Tonne	
8	ProvidingandlayingBituminousConcretewith100TPHcapacityhotmix plant batch type using crushedaggregatesof specified grading,premixed with bituminous binder VG-30, @ 5.4 per cent of mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled,vibratoryandtandemrollerstoachievethedesiredcompaction as per MORTH specification clause No. 507 complete in all respects including all lead, lift and cost of materials and labour etc., complete.	Metric Tonne	

Date:.....

ITTNo:.....

To:

TheChiefCommissioner
Bruhat Bengaluru Mahanagara Palike
Bengaluru

Gentlemenand/orLadies:

HavingexaminedtheTenderDocumentsincludingAddendaNos..... *[insertnumbers]*,thereceipt ofwhichisherebydulyacknowledged,we,theundersigned,offerto..... (nameofthe work)anddeliver .....inconformitywiththesaidtenderdocumentsforthe sum of.....*(Total tender amount in words and figures)*or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

Ifourtenderisaccepted,wewillobtaintheguaranteeofabankinasumequivalenttoFivepercent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Untilaformalcontractispreparedandexecuted,thistender,togetherwithyourwrittenacceptance thereof and your notification of award, shall constitute a binding Contract betweenus.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act1988".

Weunderstandthatyouarenotboundtoacceptthelowestoranytenderyoumayreceive.

Weclarify/confirmthatwecomplywiththeeligibilityrequirementsasperITTClause1ofthe tenderdocuments.

Datedthis.....dayof…….20..

_____ _____

(signature)

(inthecapacityof)

Dulyauthorized to sign Tender forandonbehalf of

_____

1.1. TechnicalProposal-Forms

9A.Tenderer'sInformationForm

9B.MethodStatement

9C.WorkProgramme

9D. Form EQU:Equipment

9E.Personnel

9F.Financial Situation and Performance

9G.Average Annual Turnover

9H.FinancialResources

9I.CurrentContractCommitments/WorksinProgress

9J.Tenderer's Profitability

9K.Work Experience

9A.Tenderer'sInformationForm

Date:_____

Tenderer'sname
Tenderer'sactualorintendedcountryofregistration:
Tenderer'sactualorintendedyearofincorporation:
Tenderer'slegaladdress[incountryof registration]:
Tenderer's authorized representative information Name:_____ _____ Address:_____ _____ Telephone/Fax numbers: _____ E-mailaddress:_____
Attachedarecopiesoforiginaldocumentsof ☐ Articlesof Incorporation (orequivalentdocuments ofconstitution orassociation), and/or documents of registration of the legal entity named above. ☐ IncaseofGovernment-ownedenterpriseorinstitutiondocuments establishing: • Legalandfinancialautonomy • Operationundercommerciallaw • EstablishingthattheBidderisnotdependentagencyoftheEmployer

9B.MethodStatement

Tenderer shall set out details of the Method Statement for the Works to demonstrate how it willmeettheEmployer'sobjectiveandrequirements.Asaminimum,theMethod Statement shall address the following:

(a) Details of the arrangements and methods which the Tenderer proposes to implement fortheconstructionoftheWorks,insufficientdetailtodemonstratetheiradequacy to achieve the requirements of the Contract including completion within the Time for Completion.

(b) OutlineofthearrangementsoftheTenderertomanagecoordinationofSiteaccess.

(c) Outline of the arrangements and organisation of the Tenderer to ensure compliance with the Works Requirements.

(d) OutlineofthearrangementsoftheTenderertocarryouttesting

(e) [Insertotherinformation,asmaybeappropriate.]

9C.WorkProgramme

RequirementsforproposedWorksProgramme

9D.FormEQU:Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capabilitytomeettherequirementsforthekeyequipmentlistedinSection7,Eligibility and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed proposed by the Tenderer.

Itemofequipment		
Equipment information	Nameofmanufacturer	Modelandpowerrating
	Capacity	Yearofmanufacture
Currentstatus	Currentlocation	
	Detailsofcurrentcommitments	

Omitthefollowinginformationforequipmentownedbythe Tenderer.

Owner	Nameofowner	
	Addressofowner	
	Telephone	Contactnameandtitle
	Fax	Telex
Agreements	Detailsofmanufactureagreementsspecifictotheproject	

9E.PersonnelKeyPersonnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements. The data on their experience should be supplied using the Form below for each candidate.

1.	**Titleofposition***
	Name
2.	**Titleofposition***
	Name
3.	**Titleofposition***
	Name
4.	**Titleofposition***
	Name

**Aslistedin'KeyPersonnel-EligibilityandQualificationCriteria'.

ResumeofKeyPersonnel

NameofTenderer

Position		
Personnelinformation	Name	Dateofbirth
	Professionalqualifications	
Presentemployment	Nameofemployer	
	Addressofemployer	
	Telephone	Contact(manager/personnelofficer)
	Fax	E-mail
	Jobtitle	Yearswithpresentemployer

Summarizeprofessionalexperienceoverthelast5years,inreversechronologicalorder.Indicate particular technical and managerial experience relevant to the project.

From	To	Company/ Project/ Position/ Relevant technical and managementexperience

9F.FinancialSituationandPerformance

Tenderer's Name:

Date:

1. Financialdata

TypeofFinancial informationin INR	**Historicinformationforprevious** *5years,* **INR**				
	Year1	Year2	Year3	Year4	Year5
StatementofFinancialPosition(InformationfromBalanceSheet)					
TotalAssets(TA)					
TotalLiabilities(TL)					
TotalEquity/Net Worth(NW)					
CurrentAssets(CA)					
CurrentLiabilities(CL)					
WorkingCapital(WC)					
InformationfromIncomeStatement					
TotalRevenue(TR)					
ProfitsBeforeTaxes (PBT)					
CashFlowInformation					
Cash Flow from OperatingActivities					

2. Financial documents

TheTenderershallprovidecopiesoffinancialstatementsfor*5*yearspursuantSection7, EligibilityandQualificationsCriteria.Thefinancialstatementsshall:

(a) Reflect the financial situation of the Tenderer and not an affiliated entity (such as parent company or group member).

(b) Beindependentlyauditedorcertifiedinaccordancewithlocallegislation.

(c) Becomplete,includingallnotestothefinancialstatements.

(d) Correspondtoaccountingperiodsalreadycompletedandaudited.

☐ Attachedarecopiesoffinancialstatements[11]forthe*5*yearsrequiredaboveand complying with the requirements

Notes:

Financialdataforlatestlastfiveauditedfinancialyearshastobesubmittedbythe Tenderer in Form 9G to 9I along with audited balance sheets. The financial data in the prescribed format shall becertifiedbyChartered Accountantwith his stamp and signature. Incaseauditedbalancesheetfortheimmediatelyprecedingfinancialyeari.e.2023-24is notavailable,hehastosubmitanaffidavitcertifyingthatthe"balancesheethasactually not been audited so far". In such a case the financial data of previous 'five audited financial yearsbefore2023-24willbetakenintoconsiderationforevaluation.Ifauditedbalance sheet of any year other than the last year is not submitted, the Tender will be considered as non-responsive.

9G.AnnualTurnover

Tenderer's Name:

Date:

Year	Amount INR
AnnualConstructionTurnover	

Thefinancialdataintheprescribedformatshallbecertifiedby CharteredAccountant with his stamp and signature.

9H.FinancialResources

Specifyproposedsourcesoffinancing,suchasliquidassets,unencumberedrealassets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section7 (Eligibility and Qualification Criteria)

FinancialResources		
No.	**Sourceoffinancing**	**Amount(INR)**
1		
2		
3		

The financial data in the prescribed format shall be certified by Chartered Accountant withhis stamp and signature. If needed the working capital availability shall be demonstrated through a bank certificate.

9I.CurrentContractCommitments/WorksinProgress

Tenderersshouldprovideinformationontheircurrentcommitmentsonallcontracts thathavebeenawarded,or forwhicha letter of intentor acceptancehasbeenreceived, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

CurrentContractCommitments					
Sl No.	**NameofContract**	**Employer'sContactAddress, Tel,Fax**	**Valueof Outstanding Work [CurrentINR]**	**EstimatedCompletionDate**	**AverageMonthly InvoicingOver Last Six Months [INR/month)]**
1					
2					
3					
4					
5					

9J.WorkExperience

Tenderer's Name: _____

Date: _____

Starting Year*	Ending Year	ContractIdentification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ _____A mount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ _____A mount of contract: _____ Name of Employer: _____A ddress: _____	
		Contract name: _____ Brief Descriptionof the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ _____Ad dress: _____	

*SeeSection7EligibilityandQualificationCriteria

FinancialProposal

9.2–FINANCIALPROPOSALSUBMISSIONFORM

[Location,Date]

From: To:(Name and Address of
Employer)(Name and Address of Tenderer)

_____
_____
_____

DearSir

Subject: "Operation, maintenance of Asphalt Batch Mix plant & equipmentincluding Production/ Manufacturing of Asphalt mixes, supplying ofasphalt mixes to various designated locations in Bruhat Bengaluru Mahanagara Palike (BBMP) limits and laying of asphalt mixes by Mechanical/ Manual means (as the case may be) by utilizing the available facilities of BBMP Asphalt Batch Mix Plant at Sy No.50, Kannur village, BidarahalliHobli,BangaloreEastforaperiodof3yearsandextendable to another 2 years on performance basis" –Financial Proposal reg.

We, the undersigned, offer to provide the work for the above in accordance with your RequestforProposaldated[*Date*],andourProposal(TechnicalandFinancial Proposals).OurattachedFinancialProposalisforthesumof[*AmountinWordsand Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting fromContractNegotiations,uptoexpirationoftheValidityPeriodoftheProposal, i.e.,[*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in Indianamely"PreventionofCorruptionAct1988".

WeunderstandyouarenotboundtoacceptanyProposalyoureceive.

Yourssincerely

AuthorizedSignature:
Name and Title of Signatory :
Name of the Consultant: Address:

i) PricingSummary(Form9.2)(OnlyforReference)

TheTenderershouldquotehisofferin IndianRupees.Theoffershouldbeinthe followingproformaas suggested in the price Tender format

SL No.	DescriptionofItems	Unit	Rate (inRs)
1	Millingof existing Bituminous surfacetoaspecified depthupto 40mmusingMilling machine including disposal of removed material including all lead, lift and cost of materials and labour etc., complete.	Sqm	
2	Cutting the asphalt surfaces for pothole filling using Mechanical Cutting machine, cleaning the surface, including cost of all labour charges of machineries etc complete., and clearing the cutted material on the sides of road.	Rmt	
3	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver/grader in sub-base / base course on well prepared surface and compactingwithvibratoryrollertoachievethedesireddensityincludingalllead,lift andcostofmaterialsandlabouretc.,complete.	Metric Tonne	
4	Providing and applying primer coat with SS1 grade Bitumen Emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at therateof0.70kg/m2usingmechanicalmeansincludingalllead,liftandcostof materialsandlabouretc.,complete.	Sqm	
5	Providing and applying tack coat with RS1 Bituminous Emulsion using emulsion pressuredistributorattherateof0.25kg/m2onGranularSurfaceincludingalllead, lift and cost of materials and labour etc., complete.	Sqm	
6	Providing and laying Bituminous Macadam with 100 TPH capacity hot mix plant batch typeusing crushed aggregates of specified gradingpremixed with bituminous binder VG-30 @ 3.4% by weight of mix, transported to site, laid over a previously prepared surface with mechanical paver finisher to the required grade, level and alignment and rolled as per clauses 501.6 and 501.7 to achieve the desired compaction including all lead, lift and cost of materials and labour etc., complete.	Metric Tonne	
7	Providing and laying Dense Graded Bituminous Macadam with 100 TPH capacity HMP batch type using crushed aggregates of specified grading, premixed with bituminous binder VG-30, @ 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandemrollerstoachievethedesiredcompactionasperMoRTHspecificationclause No.505completeinallrespectsincludingalllead,liftandcostofmaterialsand labouretc.,complete.	Metric Tonne	
8	Providing and laying Bituminous Concrete with 100 TPH capacity hot mix plant batchtypeusingcrushedaggregatesof specifiedgrading,premixedwithbituminous binder VG-30, @ 5.4 per cent of mix and filler, transporting thehot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects including all lead, lift and cost of materials and labour etc., complete.	Metric Tonne	

Notes:

1) PaymentsunderthisContractwillbe made inIndian Rupees,
2) **Theratesshallbeinclusiveofalltaxes.**

SECTION11:CONTRACTFORMS

LetterofAcceptance

To:

ThisistonotifyyouthatyourBiddated*[date]*forexecutionofthe*[nameoftheContract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amountinnumbersandwords][nameofcurrency]*,ascorrectedandmodifiedin accordance with the Instructions to Bidders, is hereby accepted by our institution.

You are requested to furnish the Performance Security within 20 days of the receipt of this letter of acceptance valid in accordance with the Conditions of Contract, using for that purpose one ofthePerformanceSecurityForms*s*includedinSection12–ContractForms.

Authorized Signature:

Name and Title of Signatory:

Nameof firm/agency/contractor:

Attachment:ContractAgreement

AgreementForm

Agreement

This agreement, made the ……day of ……20 ……, between……
…… [nameandaddressofEmployer] (hereinaftercalled"theEmployer")oftheonepartand……
……..[name and address of contractor] (hereinafter called "the Contractor") of the other part.

WhereastheEmployerisdesirousthattheContractorexecute……..
……
……[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works andthe remedying of any defects thereinat a contract price of Rupees.....

NOWTHISAGREEMENTWITNESSETHasfollows:

1. InthisAgreement,wordsandexpressionshallhavethesamemeaningsasarerespectivelyassigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned,theContractorherebycovenantswiththeEmployertoexecuteand completetheWorks and remedy anydefects therein in conformityin allaspects withthe provisions of theContract.
3. TheEmployerherebycovenantstopaytheContractorinconsiderationoftheexecutionand completionof the Worksand the remedying the defectswherein the ContractPrice or such other sumasmaybecomepayableundertheprovisionsoftheContractatthetimesandinthemanner prescribed by the Contract.
4. Thefollowingdocumentsshallbedeemedtoformandbereadandconstruedaspartofthis Agreement, viz:
   i) LetterofAcceptance;
   ii) Noticetoproceedwiththeworks;
   iii) Contractor'sTender;
   iv) ContractData;
   v) Conditionsofcontract(includingSpecialConditionsofContract);
   vi) Specifications;
   vii) Drawings;
   viii) BillofQuantities;and
   ix) AnyotherdocumentlistedintheContractDataasformingpartofthecontract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

TheCommonSealof ……
……
was hereunto affixed in the presence of:
Signed,SealedandDeliveredbythesaid
……
……

inthepresenceof:
BindingSignatureofEmployer
……
BindingSignature of Contractor……..

FORMATOFBANKGUARANTEEFORSECURITYDEPOSIT

To: ……*[nameofEmployer]*
…… *[addressofEmployer]*

WHEREAS …… *[nameandaddressofContractor]*(hereinaftercalled"theContractor")
has undertaken, in pursuance of Contract No. ……..dated : …… to execute ……*[nameofContractandbriefdescriptionofWorks]*(hereinaftercalled"the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

ANDWHEREASwehaveagreedtogivetheContractorsuchaBankGuarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ……*[amount of guarantee]*[1]_Rupees……*[in words]*, and we undertake to payyou, uponyourfirstwrittendemandandwithoutcavil orargument, anysumorsumswithinthe limitsof …… *[amountofguarantee]*[2]asaforesaidwithoutyourneedingtoproveortoshowgroundsor reasonsforyourdemandforthesumspecifiedtherein.

Weherebywaivethenecessityofyourdemandingthesaid debtfromtheContractorbeforepresentinguswith thedemand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Workstobeperformedthere underor of anyoftheContractdocuments which maybemade between you and theContractor shall in any wayrelease us from any liabilityunder this guarantee, and we hereby waivenotice of any such change, addition or modification.

ThisguaranteeshallbevaliduntilDaysfromthedateofexpiryoftheDefectsLiabilityPeriod.

Signature and seal of the guarantor _____
_____Nam
e of Bank _____
_____Addr
ess _____
Date_____

[1]AnamountshallbeinsertedbytheGuarantor,representingthepercentageoftheContractPricespecifiedinthe Contract
[2]AnamountshallbeinsertedbytheGuarantor,representingthepercentageoftheContractPricespecifiedinthe Contract